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

among

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

and

THE LENDERS PARTIES HERETO FROM TIME TO TIME

Dated as of May 5, 2009

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J	Form of Weekly Variance Report

SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "<u>Agreement</u>"), dated as of May 5, 2009, by and among CHRYSLER LLC, a Delaware limited liability company and a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the "<u>Borrower</u>"), and the several lenders from time to time parties to this Agreement (the "<u>Lenders</u>").

### <u>WITNESSETH</u>:

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

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

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

- (a) a joint and several guaranty from the Guarantors of the due and punctual payment and performance of the Obligations of the Borrower hereunder;
- (b) an allowed administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code in each of the Cases having priority over all administrative expenses of the kind specified in, or arising under, sections 503(b) and 507(a) of the Bankruptcy Code and any and all expenses and claims of the Borrower and the Guarantors, whether heretofore or hereafter incurred, including, but not limited to, the kind specified in sections 105, 326, 328, 506(c), 507(a) or 1114 of the Bankruptcy Code, subject only to the Carve-Out (as defined below);
- (c) valid, perfected, first-priority security interests in and liens pursuant to section 364(c)(2) of the Bankruptcy Code on all property and assets of the Borrower, the Guarantors and their estates, of every kind or type whatsoever, including tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising, wherever located, all property of the estates of each of the Borrower and the Guarantors within the meaning of section 541 of the Bankruptcy Code (including avoidance actions arising under Chapter 5 of the Bankruptcy Code and applicable state law); and all proceeds, rents and products of the foregoing (collectively, as to the Borrower and each Guarantor, the "Collateral") (but limited in the case of pledges of the Capital Stock of

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

- (d) valid, perfected, security, junior interests and liens pursuant to section 364(c)(3) of the Bankruptcy Code on all of the Collateral that is subject to non-avoidable, valid and perfected liens (other than the Primed Liens (as defined below)) in existence as of the Petition Date, or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and
- (e) valid, perfected, priming security interests and liens pursuant to section 364(d)(1) of the Bankruptcy Code on the Collateral securing the Second Lien Prepetition Facility (as defined below) and the Existing UST Loan Agreement (as defined below), senior in all respects to the Primed Liens (as defined below), subject only to the security interests in and liens on all property securing the First Lien Prepetition Facility (as defined below), the Permitted Liens and the Carve-Out.

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

NOW THEREFORE, the parties hereto hereby agree as follows:

### **SECTION 1**

#### **DEFINITIONS**

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

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

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

"Additional Guarantor": as defined in Section 5.19.

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

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the affairs of management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

"Agreement": as defined in the preamble hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Borrower": as defined in the preamble hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Cases": as defined in the recitals hereto.

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

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

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

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

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

"<u>Chrysler Canada</u>": Chrysler Canada Inc., a corporation incorporated under the Canada Business Corporations Act.

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

"Closing Date": May 5, 2009.

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

"Collateral": as defined in the recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Dollars" and "\sums": the lawful money of the United States.

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

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

"Embargoed Person": as defined in Section 3.26.

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

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

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

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

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

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

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

## Eurodollar Base Rate 1.00 – Eurocurrency Reserve Requirements

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

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

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

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

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

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

"Executive Order": as defined in Section 3.26.

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

"Existing UST Loan Agreement": the Loan and Security Agreement, dated as of December 31, 2008 (and effective as of January 2, 2009), between Chrysler Holding LLC and the Treasury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Indemnified Liabilities": as defined in Section 8.5.

"Indemnitee": as defined in Section 8.5.

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

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

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

"Insolvent": pertaining to a condition of Insolvency.

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

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

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

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

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

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

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

"Investments": as defined in Section 6.9.

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

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

"Lenders": as defined in the preamble hereto.

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

"Loan": as defined in Section 2.1.

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

"Loan Parties": the Borrower and each Guarantor.

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

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

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

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

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

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

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

"Monthly Budget": the monthly budget, delivered pursuant to Section 5.1(g), as amended, supplemented or otherwise modified from time to time as provided in Section 6.16, setting forth in reasonable detail all anticipated receipts and disbursements of the Loan Parties, and reflecting the Related 363 Sale Transactions, on a monthly basis from the date on which the Monthly Budget is delivered to the Lenders through and including June 30, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"<u>Permitted Canadian Liens</u>": Liens securing Indebtedness of the Borrower under the Canadian Facility.

"<u>Permitted Holders</u>": any holder of any Capital Stock of the Borrower as of the Closing Date.

### "Permitted Indebtedness":

(a) Indebtedness existing on the Petition Date;

- (b) Indebtedness incurred by any Non-Debtor (i) in the ordinary course of business of the such Non-Debtor to finance the purchase of fixed or capital assets that is incurred substantially concurrently with the acquisition of such property, or (ii) constituting Capital Lease Obligations; in the case of clauses (i) and (ii), in an aggregate amount not exceeding \$10,000,000 at any one time outstanding;
- (c) Indebtedness of the Borrower to any Guarantor or Indebtedness of any Guarantor to the Borrower or any other Guarantor;
  - (d) Indebtedness of Chrysler Canada under the Canadian Facility;
- (e) Indebtedness in respect of, represented by, or in connection with appeal, bid, performance, surety, customs or similar bonds issued for the account of any Group Member, the performance of bids, tenders, sales or contracts (in each case, other than for the repayment of borrowed money), statutory obligations, workers' compensation claims, unemployment insurance, other types of social security or pension benefits, self-insurance and similar obligations and arrangements, in each case, to the extent incurred in the ordinary course of business; and
- (f) to the extent permitted by an order of the Bankruptcy Court, Indebtedness of the Borrower or any Subsidiary owing to the Borrower or any Subsidiary (including, without limitation, intercompany ledger balances in connection with customary cash management practices among the Borrower and its Subsidiaries); <u>provided</u> that, any such Guarantor shall be subordinated by the Borrower or a Guarantor in right of payment to the Obligations in a manner reasonably satisfactory to the Required Lenders.

## "Permitted Liens":

- (a) Liens in existence on the Petition Date;
- (b) Liens securing Indebtedness permitted by clause (b) of the definition of Permitted Indebtedness; <u>provided</u> that in each case such Liens do not encumber any property (except substitutions, replacements or proceeds thereof) other than property financed by such Indebtedness;
  - (c) Liens in favor of the Lenders created pursuant to the Orders;
- (d) Liens arising out of claims under a judgment or award rendered or claim filed so long as such judgments, awards or claims do not constitute an Event of Default;
- (e) Liens and rights of set-off arising after the Petition Date created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts held at such banks or financial institutions or over investment property held in a securities account, as the case may be, to secure fees and charges in the ordinary course of business or returned items and charge backs in the ordinary course of business, facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts or securities accounts in the ordinary course of business;

- (f) Liens for taxes, assessments, governmental charges and utility charges, in each case that are not yet subject to penalties for non-payment or that are being contested in good faith by appropriate proceedings; <u>provided</u> that adequate reserves with respect thereto are maintained on the books of the Borrower in conformity with GAAP;
- (g) (i) Liens incurred or pledges or deposits made in connection with (A) workers' compensation claims, unemployment insurance or ordinary course social security or pension benefits (but not including any Lien in favor of the PBGC), (B) to secure the performance of bids, tenders, sales, contracts (in each case, other than for the repayment of borrowed money), (C) statutory obligations, or (D) surety, appeal, customs or performance bonds and similar obligations, or (ii) deposits as security for import or customs duties or for the payment of rent, in each case for clauses (i) and (ii) incurred in the ordinary course of business, and (iii) carriers', warehousemen's, workers mechanics', materialmen's, repairmen's, construction or other like Liens arising in the ordinary course of business to secure amounts (a) that are not overdue for a period of more than 90 days or that may hereafter be paid without material penalty or (b) that are being contested in good faith by appropriate proceedings;
- (h) statutory Liens incurred or pledges or deposits made in favor of a Governmental Authority to secure the performance of obligations of the Borrower or any of its Subsidiaries under Environmental Laws to which any assets of the Borrower or any such Subsidiaries are subject;
  - (i) the Permitted Canadian Liens; and
- (j) a super-priority administrative Lien on the proceeds of any tax refunds (including interest thereon), returns of withholding or similar payments, and any proceedings of tax sharing, contribution or similar agreements exist to secure the payment of tax indemnities due under the Master Transaction Agreement, as more fully described in the Master Transaction Agreement and the Sale Order (as defined in the Master Transaction Agreement).

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

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

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

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

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

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

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

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

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

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

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

### "Prohibited Person": any Person:

- (a) subject to the provisions of the Executive Order;
- (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is subject to the provisions of the Executive Order;
- (c) with whom a Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

- (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;
- (e) that is named as a "specially designated national and blocked person" on the most current list published by the OFAC at its official website, http://www.treas.goofac/t11sdn.pdf or at any replacement website or other replacement official publication of such list; or
  - (f) who is an Affiliate or affiliated with a Person listed above.

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

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

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

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

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

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

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

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

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

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

"Restricted Payments": as defined in Section 6.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Transferee": any Assignee or Participant.

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

"United States": the United States of America.

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

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

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

"<u>Warranty SPV</u>": Chrysler Warranty SPV LLC, a Delaware limited liability company.

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

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

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

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

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

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

- (c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole (including the Schedules and Exhibits hereto) and not to any particular provision of this Agreement (or the Schedules and Exhibits hereto), and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.
- (d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.
- 1.3. <u>Conversion of Foreign Currencies</u>. (a) For purposes of this Agreement and the other Loan Documents, with respect to any monetary amounts in a currency other than Dollars, the Dollar Equivalent thereof shall be determined based on the Exchange Rate in effect at the time of such determination (unless otherwise explicitly provided herein).
- (b) The Treasury may set up appropriate rounding off mechanisms or otherwise round-off amounts hereunder to the nearest higher or lower amount in whole Dollar or cent to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole Dollars or in whole cents, as may be necessary or appropriate.

#### **SECTION 2**

#### AMOUNT AND TERMS OF COMMITMENTS

- 2.1. <u>Commitments</u>. Subject to the terms and conditions hereof, each Lender severally, and not jointly, agrees to make term loans (each, a "<u>Loan</u>") in Dollars to the Borrower from time to time during the Commitment Period in an aggregate amount not exceeding the Commitment of such Lender, <u>provided</u> that, the aggregate amount of available Commitments to be borrowed from each Lender shall be reduced by reserves for an amount equal to such Lender's Aggregate Exposure Percentage of the Carve-Out. The Loans may from time to time be Eurodollar Loans or, solely in the circumstances specified in Section 2.9, ABR Loans. Any borrowing of Loans shall reduce the Commitments in like amount, and amounts borrowed under this Section 2.1 and repaid or prepaid may not be reborrowed.
- 2.2. <u>Procedure for Borrowing</u>. The Borrower may borrow Loans on any Business Day during the Commitment Period in an aggregate principal amount not to exceed the Commitments, <u>provided</u> that, the Borrower shall deliver directly to each Lender a Borrowing Notice (which Borrowing Notice must be received by the Lenders prior to 12:00 noon (New York City time) three Business Days prior to the requested Borrowing Date, or such shorter notice as agreed to by each affected Lender in its sole discretion), which Borrowing Notice shall specify (i) the aggregate amount of the Loans requested from all Lenders and (ii) the applicable

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

- 2.3. <u>Repayment of Loans; Evidence of Debt.</u> (a) The Loans shall be repayable on the Maturity Date.
- (b) Pursuant to Section 4.1(a), the Borrower shall execute and deliver the Initial Notes on the Closing Date. If, following any assignment of the Loans or Commitments pursuant to Section 8.6, the Borrower agrees that, upon the request by any Lender, the Borrower shall promptly execute and deliver to such Lender Initial Notes reflecting the Loans and Commitments assigned and the Loans and Commitments retained by such Lender, if any.
- 2.4. Optional Prepayments; Termination or Reduction of Commitments. (a) The Borrower may at any time and from time to time prepay the Loans or the Additional Notes, in whole or in part, without premium or penalty, upon irrevocable notice delivered to each Lender no later than 12:00 noon (New York City time) three Business Days prior to the date such prepayment is requested to be made, which notice shall specify the date of such prepayment, the aggregate amount of such prepayment and such Lender's Aggregate Exposure Percentage of such payment; provided that, (x) if a Loan or Additional Note is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.11 and (y) the Additional Notes may not be prepaid prior to the date that the Loans and all interest thereon have been repaid in full in cash. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans shall be in an aggregate principal amount of \$100,000,000 or a whole multiple thereof.
- (b) The Borrower shall have the right, upon irrevocable notice delivered to each Lender no later than 12:00 noon (New York City time) three Business Days prior to the date such reduction is requested to be made, to terminate the Commitments or, from time to time, to reduce the amount of the Commitments, which notice shall specify the date of such reduction, the aggregate amount of such reduction and such Lender's Aggregate Exposure Percentage of such reduction. Any such reduction shall be in an aggregate principal amount of \$100,000,000 or a whole multiple thereof and shall reduce permanently the Commitments then in effect.
- 2.5. <u>Mandatory Prepayments and Commitment Reductions</u>. (a) Unless the Required Lenders shall otherwise agree, if any Extraordinary Receipt shall be received, or Indebtedness is incurred, except for Indebtedness permitted by Section 6.3, by any Group Member, then on the date of such issuance or incurrence, the Loans and the Additional Notes shall be prepaid and the Commitments shall be reduced by an amount equal to the amount of the Net Cash Proceeds of such receipt or incurrence, as set forth in Section 2.5(c). The provisions of this Section do not constitute a consent to the issuance of any equity securities by any entity whose equity securities are pledged pursuant to the Orders, or a consent to the incurrence of any Indebtedness by any Group Member.

- Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event except for (i) the sale of inventory in the ordinary course of business and (ii) proceeds that are subject to a prior lien or that are required to be paid to the holder of a prior lien, other than a Primed Lien, then on the date of receipt by such Group Member of such Net Cash Proceeds, the Loans and the Additional Notes shall be prepaid and the Commitments shall be reduced by an amount equal to the amount of such Net Cash Proceeds, as set forth in Section 2.5(c). The provisions of this Section 2.5 do not constitute a consent to the consummation of any Disposition not permitted by Section 6.4.
- (c) Amounts to be applied in connection with prepayments and Commitment reductions made pursuant to this Section shall be applied, (i) <u>first</u>, to pay accrued and unpaid interest on, and expenses in respect of, the Loans and the Additional Notes, (ii) <u>second</u>, to repay the Loans, (iii) <u>third</u>, to the permanent reduction of any unused portion of the Commitment and (iv) <u>fourth</u>, to repay the Additional Notes. Any such prepayment shall be accompanied by a notice to each Lender specifying the aggregate amount of such prepayment and such Lender's Aggregate Exposure Percentage of such prepayment.
- (d) Amounts to be applied in connection with prepayments of the outstanding Loans pursuant to this Section 2.5 shall be applied, <u>first</u>, to ABR Loans and, <u>second</u>, to Eurodollar Loans and, in each case, in accordance with Section 2.5(c). Each prepayment of the Loans under this Section 2.5 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and without premium or penalty.
- 2.6. <u>Limitations on Eurodollar Tranches</u>. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that no more than five Eurodollar Tranches shall be outstanding at any one time.
- 2.7. <u>Interest Rates and Payment Dates/Fee Payment Dates/Fees</u>. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such Interest Period <u>plus</u> the Applicable Margin.
- (b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.
- (c) When any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such continuations, no Eurodollar Loan may be continued as such.
- (d) (i) At any time any Event of Default shall have occurred and be continuing, (i) all outstanding Loans (including the Additional Notes) shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section <u>plus</u> 5% per annum, which, in the sole discretion of the Treasury, may be the rate of interest then applicable to ABR Loans <u>plus</u> 2% and (ii) all other outstanding

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

- (e) The Additional Notes shall bear interest at the same applicable rate specified for the Loans, subject to Section 2.9.
- (f) Interest shall be payable in arrears on each Interest Payment Date, <u>provided</u> that interest accruing pursuant to paragraph (d) of this Section shall be payable from time to time on demand.
- 2.8. <u>Computation of Interest and Fees</u>. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-) day year for the actual days elapsed. The Treasury shall, as soon as practicable, and promptly, notify the Borrower and the other Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Treasury shall, as soon as practicable, and promptly, notify the Borrower and the other Lenders of the effective date and the amount of each such change in interest rate.
- (b) Each determination of an interest rate by the Treasury pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Treasury shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Treasury in determining any interest rate pursuant to Section 2.8(a).
- 2.9. <u>Inability to Determine Interest Rate; Illegality</u>. (a) If prior to the first day of any Interest Period:
  - (i) any Lender shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or
  - (ii) any Lender shall have determined that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lender (as conclusively certified by such Lender) of making or maintaining their affected Loans during such Interest Period;

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

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

- (b) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, such Lender shall give notice thereof to the Borrower describing the relevant provisions of such Requirement of Law, following which, (i) in the case of Eurodollar Loans, (A) the commitment of such Lender hereunder to make Eurodollar Loans and continue such Eurodollar Loans as such and (B) such Lender's outstanding Eurodollar Loans shall be converted automatically on the last day of the then current Interest Periods with respect to such Loans (or within such earlier period as shall be required by law) to ABR Loans. If any such conversion or prepayment of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.11.
- 2.10. <u>Pro Rata Treatment and Payments; Evidence of Debt.</u> (a) Each borrowing by the Borrower from the Lenders hereunder, and any reduction of the Commitments of the Lenders shall be made *pro rata* according to the respective Commitment Percentages of the Lenders.
- (b) Each payment (including each prepayment) by the Borrower prior to the termination of the Commitments on account of principal on the Loans shall be made *pro rata* according to the respective Aggregate Exposure Percentages of the Lenders. Each payment by the Borrower prior to the termination of the Commitments on account of interest on the Loans, and each payment (including each prepayment) after the termination of the Commitments on account of principal of and interest on the Loans shall be made *pro rata* according to the respective outstanding principal amounts of the Loans then held by the Lenders. Amounts paid on account of the Loans may not be reborrowed.
- (c) Each payment (including each prepayment) by the Borrower on account of the principal and interest on each Additional Note shall be made directly to the applicable Lender that is the holder of such Additional Note.
- (d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 3:00 p.m. (New York City time) on the due date thereof to the Lenders at their respective Funding Offices, in Dollars and in immediately available funds. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

- (e) For the avoidance of doubt, the Commitments of each Lender to make Loans to the Borrower hereunder are several and not joint. No Lender shall be responsible for any portion of a Loan that any other Lender has failed to make.
- 2.11. Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, for the period from the date of such prepayment or of such failure to borrow to the last day of such Interest Period (or, in the case of a failure to borrow the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank Eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.11 submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error and shall be payable within 30 days of receipt of any such notice. The agreements in this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and the Additional Notes and all other amounts payable hereunder.
- 2.12. <u>Super-Priority Nature of Obligations and Lenders' Liens.</u> The priority of Lenders' Liens on the Collateral owned by the Loan Parties shall be set forth in the Interim Order and the Final Order entered with respect to the Cases.
- 2.13. Taxes. (a) All payments made by the Borrower under this Agreement or any other Loan Document shall be made free and clear of, and without withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereinafter imposed, levied, collected, withheld or assessed by any Governmental Authority (collectively, "Taxes"), except as required by law. If the Borrower is required to withhold any Non-Excluded Taxes from any amounts payable to any Lender (i) the Borrower shall make such deductions and shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable laws and (ii) the amounts so payable to such Lender shall be increased to the extent necessary to pay to such Lender such additional amounts as may be necessary so that the Lender receives, free and clear of all such Non-Excluded Taxes, a net amount equal to the amount it would have received from the Borrower under this Agreement or any other Loan Document if no such deduction or withholding had been made. For purposes of this Agreement or any other Loan Document, "Non-Excluded Taxes" are withholding taxes imposed on payments under this Agreement or any other Loan Document other than (a) Taxes imposed on any Lender as a result of a present or former connection between such Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Lender having executed, delivered or performed its

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

- (b) In addition, the Borrower shall pay any Other Taxes over to the relevant Governmental Authority in accordance with applicable law.
- Borrower, as promptly as possible thereafter, the Borrower shall send to the Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof (or if an official receipt is not available, such other evidence of payment as shall be satisfactory to such Lender). If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes required to be paid by the Borrower when due to the appropriate taxing authority or fails to remit to the Lender the required receipts or other required documentary evidence, in each case after receiving at least five days advance written notice from the Lender, the Borrower shall indemnify the Lender, as the case may be, for any incremental taxes, Non-Excluded Taxes or Other Taxes, interest, additions to tax, expenses or penalties that may become payable by any Lender, as the case may be, as a result of such failure. The indemnification payments under this Section 2.13(c) shall be made within 30 days after the date such Lender, as the case may be, makes a written demand therefore (together with a reasonably detailed calculation of such amounts).
- (d) Each Lender (or any Transferee) (other than the United States government (including the Treasury)) that either (i) is not incorporated under the laws of the United States. any state thereof, or the District of Columbia or (ii) whose name does not include "Incorporated," "Inc.," "Corporation," "Corp.," "P.C.," "insurance company," or "assurance company" (a "Non-U.S. Lender") shall deliver to the Borrower, so long as such Lender is legally entitled to do so and without material adverse consequences to the Lender (other than certain de minimis costs), two copies of either U.S. Internal Revenue Service Form W-9, Form W-8BEN, Form W-8ECI, or in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payment of "portfolio interest", a W-8BEN (along with a statement as to certain requirements in order to claim an exemption for "portfolio interest" reasonably acceptable to the Borrower), or Form W-8IMY (with applicable attachments), or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming a complete exemption from (or reduced rate of) United States federal withholding tax on all payments by the Borrower under this Agreement or any other Loan Document. In addition, each Lender shall provide any other U.S. tax forms (with applicable attachments) as will reduce or eliminate United States federal withholding tax on payments by the Borrower under this Agreement or any other Loan Document. For the avoidance of doubt, the Canadian Lender shall provide a W-8BEN claiming exemption from withholding under the Convention between the United States of America and Canada with respect to Taxes on Income and on Capital on the Closing Date. Each Lender (other than the United States government (including the Treasury)) shall provide the appropriate documentation under this clause (d) at the following times (i) prior to the first payment date after becoming a party to this Agreement, (ii) upon a change in circumstances or, at the request of the

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

- If any Lender determines, in its sole good faith discretion, that it has received a refund, credit or other tax benefit in respect of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.13, it shall pay over such refund to the Borrower (but only to the extent of Non-Excluded Taxes or Other Taxes paid by the Borrower plus any interest thereon paid by the relevant Governmental Authority with respect to such refund), net of all out of pocket third-party expenses of the Lender related to claiming such refund or credit, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund) within 30 days of the date of such Notwithstanding anything to the contrary in this Agreement or any other Loan Document, upon the request of the Lender, as the case may be, the Borrower agrees to repay any amount paid over to the Borrower pursuant to the immediately preceding sentence if such Lender, as the case may be, is required to repay such amount to the such Governmental Authority. This paragraph shall not be construed to (i) interfere with the rights of any Lender to arrange its tax affairs in whatever manner it sees fit, (ii) obligate any Lender to claim any tax refund, (iii) require any Lender to make available its tax returns (or any other information relating to its taxes or any computation with respect thereof which it deems in its sole discretion to be confidential) to the Borrower or any other Person, or (iv) require any Lender to do anything that would in its sole discretion prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.
  - (f) Each Assignee shall be bound by this Section 2.13.
- (g) The agreements contained in this Section 2.13 shall survive the termination of this Agreement or any other Loan Document and the payments contemplated hereunder or thereunder.
- 2.14. Additional Notes. In consideration for each of the Treasury and the Canadian Lender making available its Commitment and making its Loans, on the Closing Date the Borrower shall issue to the Treasury and the Canadian Lender the Additional Notes referred to in Section 4.1(b). The Additional Notes shall be repayable on the Maturity Date, and shall bear interest at the rate applicable to the Loans pursuant to Section 2.7 hereof. Interest on the Additional Notes shall be payable on the dates and in the manner provided for Loans hereunder. The obligations of the Borrower in respect of the Additional Notes constitute Obligations for all purposes of the Loan Documents. The obligations of the Borrower under the Additional Notes

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

#### **SECTION 3**

### REPRESENTATIONS AND WARRANTIES

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

- Financial Condition. The audited consolidated balance sheet of the 3.1. Borrower and its Subsidiaries as at December 31, 2007, and the related audited consolidated statements of operations and comprehensive income, parent company equity/deficit and of cash flows for the fiscal year ended on such date, reported on by and accompanied by an unqualified report from KPMG LLP, present fairly, in all material respects, the financial position, results of operations and cash flows applicable to the Borrower and its Subsidiaries for the dates and periods covered thereby as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended, in each case in conformity with GAAP. The unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at September 30, 2008, and the related unaudited consolidated statements of operations and comprehensive income, parent company equity/deficit and cash flows for the nine-month period ended on such date, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows applicable to the Borrower and its Subsidiaries as at such date, and for the nine-month period then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP (subject, in the case of the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at September 30, 2008, and the related unaudited consolidated statements of operations and comprehensive income, parent company equity/deficit and cash flows for the nine-month period ended on such date, to the absence of footnote disclosures and changes of the type that are normal year-end adjustments the effect of which adjustments are not expected by the Borrower to be material individually or in the aggregate) applied consistently throughout the periods involved. No Group Member has any material Guarantee Obligations, contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements and footnotes referred to in this paragraph. During the period from September 30, 2008 to and including the Closing Date there has been no Disposition by any Group Member of any material part of its business or property.
- 3.2. <u>No Change</u>. Since the Petition Date, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.
- 3.3. <u>Existence</u>. Each Group Member (a) is duly organized, validly existing and (to the extent applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, (b) subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, has the power and authority, and the legal right, to own and operate its

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

- Power; Authorization; Enforceable Obligations. Subject to the entry by 3.4. the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has the power and authority, and the legal right, to execute, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. Except as required under the Bankruptcy Code and applicable state and federal bankruptcy rules, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except consents, authorizations, filings and notices described in Schedule 3.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).
- 3.5. No Legal Bar. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, the execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Loan Party, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Orders). No Requirement of Law or Contractual Obligation applicable to Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.
- 3.6. <u>Litigation</u>. Other than the Cases, no litigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

- 3.7. <u>No Default</u>. No Debtor is in default under or with respect to any of its Postpetition Contractual Obligations. No Non-Debtor is in default under or with respect to any of its Postpetition Contractual Obligations to the extent such default could be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.
- 3.8. Ownership of Property. Except where the failure to do so would not have a Material Adverse Effect, the Borrower and each Guarantor, as applicable, has title in fee simple to in the Mortgaged Property and has good title to or is lessee of all of its other property material to the operation of their respective businesses and none of such property is subject to any Lien except Permitted Liens; provided, that the foregoing representation shall not be deemed to have been incorrect, with respect to defects in title to any real property, such defects could not reasonably be expected to detract from the current use or operation of the affected real property in any material respect.
- 3.9. <u>Intellectual Property</u>. Each Group Member owns, or is licensed to use, all material Intellectual Property necessary for the conduct of its business as currently conducted or contemplated to be conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does the Borrower know of any valid basis for any such claim. To the knowledge of any Group Member the use of Intellectual Property by each Group Member does not infringe on the rights of any Person in any material respect.
- 3.10. <u>Federal Regulations</u>. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the regulations of the Board.
- 3.11. <u>Labor Matters</u>. None of the Group Members is engaged in any unfair labor practice that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. There is (a) no unfair labor practice complaint pending against any Group Member, or to the knowledge of any Group Member, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Group Member, or to the knowledge of any Group Member, threatened against any of them, (b) no strike or work stoppage in existence, or to the knowledge of any Group Member, threatened involving any Group Member, and (c) to the knowledge of any Group Member, no union representation question existing with respect to the employees of any Group Member and, to the knowledge of any Group Member, no union organization activity that is taking place, except, in each case of the foregoing clauses (a), (b) or (c), as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.
- 3.12. <u>ERISA</u>. (a) Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, none of the following has occurred: (i)(A) a Reportable Event; (B) an "accumulated funding deficiency" (within the meaning of section 412 of the Code or section 302 of ERISA), and, on and after the effectiveness of the Pension Act, any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412

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

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

- 3.13. <u>Investment Borrower Act; Other Regulations</u>. No Loan Party is an "investment company," or is a company "controlled" by a Person that is required to register as an "investment company," within the meaning of the Investment Company Act of 1940, as amended.
- 3.14. <u>Subsidiaries</u>; <u>Pledged Equity</u>; <u>Joint Ventures</u>. (a) <u>Schedule 3.14(a)</u> sets forth the name and jurisdiction of incorporation or formation of each Guarantor, each other Subsidiary (to the extent that interests in its Capital Stock are to be pledged), and each first tier CFC whose Capital Stock is owned by a Loan Party and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party; (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary or any first tier CFC whose Capital Stock is owned by a Loan Party, except (i) as created by the Loan Documents and the Orders and (ii) with respect to any JV Subsidiary; and (c) <u>Schedule 3.14(c)</u> sets forth the name and jurisdiction of incorporation or formation of (i) each JV Subsidiary and (ii) each other Subsidiary of the Borrower that is not otherwise identified in Schedule 3.14(a).
- 3.15. <u>Lien Priority.</u> (a) On and after the Closing Date, and the entry of the Orders and after giving effect thereto, the provisions of the Loan Documents and the Orders are effective to create in favor of the Lenders, legal, valid and perfected Liens on and security interests (having the priority provided for herein and in the Orders) in all right, title and interest in the Collateral, enforceable against each Loan Party that owns an interest in such Collateral and any other Person.
- (b) On and after the entry of the Orders and after giving effect thereto, all Obligations owing by the Loan Parties will be secured by:
  - (i) valid, perfected, first-priority security interests in and liens pursuant to section 364(c)(2) of the Bankruptcy Code on the Collateral (but limited in the case of pledges of the Capital Stock of foreign Subsidiaries of the Borrower and the Guarantors to pledges that would not result in deemed dividends to the Borrower or such Guarantors pursuant to section 956 of the Code) that is not subject to non-avoidable, valid and perfected liens in existence as of the Petition Date (or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to Permitted Liens and the Carve-Out;
  - (ii) valid, perfected, junior security interests in and liens pursuant to section 364(c)(3) of the Bankruptcy Code on the Collateral that is subject to non-avoidable, valid and perfected liens (other than the Primed Liens) in existence as of the Petition Date, or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and
  - (iii) valid, perfected, priming security interests in and liens pursuant to section 364(d)(i) of the Bankruptcy Code on the Collateral securing the Second Lien

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

- (c) On and after the entry of the Orders and after giving effect thereto, all Obligations owing by the Loan Parties will be an allowed administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code in each of the Cases having priority over all administrative expenses of the kind specified in sections 503 and 507 of the Bankruptcy Code and any and all expenses and claims of the Borrower and the Guarantors, whether heretofore or hereafter incurred, including, but not limited to, the kind specified in sections 105, 326, 328, 506(c), 507(a) or 1114 of the Bankruptcy Code, subject only to the Carve-Out.
- 3.16. <u>Environmental Laws</u>. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:
  - (i) to the knowledge of the Borrower the facilities and properties owned, leased or operated by any Group Member (as used in this Section 3.16, the "<u>Properties</u>") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could give rise to liability under, any Environmental Law;
  - (ii) no Group Member has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;
  - (iii) no Materials of Environmental Concern have been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Law, nor, to the knowledge of the Borrower have Materials of Environmental Concern been transported or disposed of from the Properties in violation of, or in a manner or to a location that could give rise to liability under, any Environmental Law;
  - (iv) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower, threatened in writing, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other written orders, or other written administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;
  - (v) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in

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

- (vi) to the knowledge of the Borrower, the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the Business; and
- (vii) no Group Member has assumed any liability of any other Person under Environmental Laws.
- 3.17. Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement, taken as a whole, furnished by or on behalf of any Loan Party to the Lenders or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. There is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein in the other Loan Documents, or in any other documents, certificates and statements furnished to the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents.
- 3.18. Taxes. Each Group Member has timely filed or caused to be filed all federal, state and other material Tax returns that are required to be filed and all such Tax returns are true and correct in all material respects and has timely paid all material Taxes levied or imposed on it or its property (whether or not shown to be due and payable on said returns) or on any assessments made against it or any of its property and all material other Taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member) to the extent not prohibited from being paid under the Bankruptcy Code; no Tax Lien (except for any Tax Lien that arises in the ordinary course for Taxes not yet due and payable) has been filed; each Group Member has satisfied all of its material Tax withholding obligations; and, except as disclosed in the "Company Disclosure Letter", as defined in the Master Transaction Agreement, there are no current, pending or threatened audits, examinations or claims with respect to any Tax of any Group Member and no Group Member has ever "participated" in a "listed transaction" within the meaning of Treasury Regulation section 1.6011-4.

- 3.19. <u>Regulation H.</u> No real property owned or leased by the Borrower or the Guarantors is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968.
- 3.20. <u>Certain Documents</u>. The Borrower has delivered to each Lender a complete and correct copy of the Transaction Documents, including any amendments, supplements or modifications with respect to any of the foregoing.
- 3.21. <u>Use of Proceeds</u>. (a) The proceeds of the Loans shall be used to finance working capital needs, capital expenditures, the payment of warranty claims and other general corporate purposes of the Loan Parties, including the payment of expenses associated with the administration of the Cases, in each case, subject to Section 6.1.
- (b) Notwithstanding anything to the contrary herein, none of the proceeds of the Loans shall be used in connection with (i) any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any Lender, (ii) the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any Lender or any of their respective affiliates with respect to any loans or other financial accommodations made to any Loan Party prior to the Petition Date, or (iii) any loans, advances, extensions of credit, dividends or other investments to any person not a Loan Party to the extent permitted by Section 6.9(1).
- (c) In the event of a termination of the Master Transaction Agreement, for any reason, the portion of the Commitments described in Section 4.3 will be available to be drawn to fund the liquidation and wind down of the Borrower's and Guarantors' estates in an orderly manner.
- 3.22. <u>The Orders</u>. Upon the maturity (whether by the acceleration or otherwise) of any of the Obligations, the Lenders shall, subject to the provisions of Section 7 and the applicable provisions of the Orders, be entitled to immediate payment of such Obligations, and to enforce the remedies provided for hereunder, without further application to or order by the Bankruptcy Court.
- 3.23. <u>Initial and Monthly Budgets</u>. All material facts in the Initial Budget and the Monthly Budget (when delivered) are accurate and the Borrower has disclosed to each Lender all assumptions in the Initial Budget and the Monthly Budget (when delivered).
- 3.24. <u>Material Contracts.</u> The Loan Parties are in material compliance with each contract entered into by any Loan Party after the Petition Date or entered into prior to the Petition Date and assumed, in each case that is material to the Borrower and its Subsidiaries (taken as a whole).
- 3.25. <u>USA PATRIOT Act.</u> (a) No Loan Party nor any of its respective Affiliates over which it exercises management control (a "<u>Controlled Affiliate</u>") is a Prohibited Person, and such Controlled Affiliates are in compliance with all applicable orders, rules, regulations and recommendations of OFAC.

- (b) No Loan Party nor any of its members, directors, officers, employees, parents, Subsidiaries or Affiliates: (1) are subject to United States or multilateral economic or trade sanctions currently in force; (2) are owned or controlled by, or act on behalf of, any governments, corporations, entities or individuals that are subject to United States or multilateral economic or trade sanctions currently in force; (3) is a Prohibited Person or is otherwise named, identified or described on any blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other list of individuals or entities with whom United States persons may not conduct business, including but not limited to lists published or maintained by OFAC, lists published or maintained by the United States Department of Commerce, and lists published or maintained by the United States Department of State.
- (c) None of the Collateral are traded or used, directly or indirectly by a Prohibited Person or organized in a Prohibited Jurisdiction.
- (d) Each Loan Party has established an anti-money laundering compliance program as required by all applicable anti-money laundering laws and regulations, including without limitation the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "<u>USA PATRIOT Act</u>") (collectively, the "Anti-Money Laundering Laws").
- 3.26. Embargoed Person. As of the date hereof and at all times throughout the term of any Loan, (a) none of any Loan Party's funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. (the "Trading With the Enemy Act"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which for the avoidance of doubt shall include but shall not be limited to (i) Executive Order No. 13224, effective as of September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (ii) the USA PATRIOT Act, with the result that the investment in the Borrower (whether directly or indirectly), is prohibited by law or any Loan made by any Lender is in violation of law ("Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in it with the result that the investment in it (whether directly or indirectly), is prohibited by law or any Loan is in violation of law; (c) none of its funds have been derived from any unlawful activity with the result that the investment in it (whether directly or indirectly), is prohibited by law or any Loan is in violation of law; and (d) neither it nor any of its Affiliates (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation with respect to any indirect ownership is true or a covenant is being complied with under this Section 3.26, no Loan Party shall be required to make any investigation into (i) the ownership of publicly traded stock or other publicly traded

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

#### **SECTION 4**

### CONDITIONS PRECEDENT

- 4.1. <u>Conditions to Initial Extension of Credit</u>. The effectiveness of this Agreement and agreement of each Lender to make the initial extension of credit requested to be made by it under the Commitment is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent, satisfaction of such conditions precedent to be determined by the Required Lenders in their sole discretion:
- (a) <u>Loan Documents</u>. The Lenders shall have received the following documents, which shall be in form satisfactory to each Lender:
  - (i) this Agreement executed and delivered by the Borrower;
  - (ii) the Guarantee, executed and delivered by each Guarantor; and
  - (iii) a promissory note of the Borrower evidencing the Commitment of such Lender, substantially in the form of Exhibit G (the "<u>Initial Note</u>"), with appropriate insertions as to date and principal amount.
- (b) <u>Additional Notes</u>. (i) The Treasury shall have received an Additional Note in a principal amount equal to \$202,977,638.10.
  - (ii) The Canadian Lender shall have received an Additional Note in a principal amount equal to \$70,492,361.90.
- Interim Order/Bankruptcy Matters. (i) The Bankruptcy Court shall have entered, upon motion in form and substance satisfactory to the Required Lenders, on such prior notice as may be satisfactory to the Required Lenders, the Interim Order and all motions related thereto no later than three Business Days after the Petition Date, approving and authorizing the Interim Commitments, the Loans and the Additional Notes, all provisions thereof and the priorities and liens granted under Bankruptcy Code section 364(c) and (d), as applicable, in form and substance reasonably satisfactory to the Required Lenders and their respective counsel, and including provisions (A) modifying the automatic stay to permit the creation and perfection of the DIP Liens on the Collateral, (B) providing for the automatic vacation of such stay to permit the enforcement of the Lenders' remedies hereunder and under the Interim Order including, without limitation, the enforcement, upon five days' prior written notice, of such remedies against the Collateral, requiring the Borrower's best efforts (subject to applicable law) to sell the Collateral if requested by the Lenders (pursuant to section 363 of the Bankruptcy Code or otherwise) and directing that the Lenders and their respective representatives be granted access to all locations during the continuance of an Event of Default in support of the enforcement and exercise of such remedies, (C) upon entry of the Final Order, prohibiting the assertion of claims

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

- (ii) The Interim Order shall not have been reversed, modified, amended, stayed or vacated, in the case of any modification or amendment, in a manner, or relating to a matter, without the consent of the Lenders.
- (iii) The Group Members shall be in compliance in all respects with the Interim Order.
- (iv) The Cases shall have been commenced in the Bankruptcy Court and all of the "first day" motions and related orders (including, without limitation, in respect of cash management and payment of critical vendors) and all related pleadings to be entered at the time of commencement of the Cases or shortly thereafter shall have been reviewed in advance by the Lenders and their respective counsel and shall be satisfactory in form and substance to the Required Lenders and their respective counsel.
- (v) No trustee or examiner shall have been appointed with respect to the Borrower or its respective properties.
- (vi) Since the Petition Date, there has been no event or circumstance that either individually or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect.
- (d) <u>Audited Financial Statements</u>. The Lenders shall have received (i) satisfactory audited consolidated financial statements of the Borrower for the 2007 fiscal year, and (ii) satisfactory interim unaudited consolidated financial statements of the Borrower for the first three fiscal quarter of 2008.
- (e) <u>Corporate Structure; Tax Effects.</u> The corporate records, corporate structure, capital structure, other debt instruments, material contracts, cash management systems, governing documents of the Borrower and its Subsidiaries and any Guarantor, Tax effects resulting from the commencement of the Cases and the Loans and the Additional Notes and the transactions contemplated hereby, shall be satisfactory to the Required Lenders.
- (f) <u>Lien Searches</u>. The Lenders shall have received the results of a recent Lien search in each relevant jurisdiction (including with respect to intellectual property, the United States Copyright Office and the United States Patent and Trademark Office) with respect to the Borrower and the Guarantors, and such search shall reveal no Liens on any of the assets of the Borrower or the Guarantors except for liens permitted by this Agreement or Liens to be

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

- (g) <u>Environmental Matters</u>. The Required Lenders shall be satisfied with the environmental affairs of the Borrower and its Subsidiaries.
- (h) <u>Insurance</u>. The Required Lenders shall be satisfied with the insurance coverage of the Loan Parties including, without limitation, with respect to the insurance carrier, the risks insured, the policy limits and the deductibles.
- (i) <u>Initial Budget</u>. The Borrower shall have delivered to the Lenders an Initial Budget in form and substance satisfactory to the Required Lenders.
- (j) <u>Canadian Facility</u>. The amendment to the Canadian Facility shall be in form and substance satisfactory to the Required Lenders and shall have become (or simultaneously with this Agreement, shall become) effective and the Lenders shall have received all documents in connection with the Canadian Facility.
- (k) <u>Litigation</u>. There shall not exist any action, suit, investigation, litigation or proceeding pending (other than the Cases) or threatened in any court or before any arbitrator or governmental authority that, in the sole discretion of the Required Lenders, materially or adversely affects any of the transactions contemplated hereby, or that has or could be reasonably likely to have a Material Adverse Effect.
- (l) <u>Cash Management</u>. Cash management arrangements satisfactory in form and substance to the Lender shall be in place. The Lenders shall have completed a review of the Borrower's and the Guarantors' cash management systems and determined that all cash and cash equivalents of the Borrower and the Guarantors are subject to a valid and perfected second priority security interest in favor of the Lenders pursuant to control agreements or the Orders.
- (m) <u>Consents</u>. The Lenders shall have received all necessary third party and governmental waivers and consents, and the Borrower shall, and shall have caused the Guarantors to, have complied with all applicable laws, decrees and material agreements.
- (n) <u>No Default</u>. No Default or Event of Default shall exist on the Closing Date.
- (o) <u>Accuracy of Representations and Warranties</u>. All representations and warranties made by the Loan Parties in or pursuant to the Loan Documents shall be true and correct in all material respects.
- (p) <u>Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates</u>. The Lenders shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit B, with appropriate insertions and attachments, including the certificate of incorporation (or equivalent organizational document) of each Loan Party, certified by the relevant authority of the jurisdiction of organization of such Loan Party, (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of

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

- (q) <u>Legal Opinions</u>. The Lenders shall have received the executed legal opinion of (i) Jones Day, New York counsel to the Group Members, substantially in the form of Exhibit E-1, as to New York law, United States federal law and the Delaware Limited Liability Companies Act, and (ii) in-house counsel to the Group Members, substantially in the form of Exhibit E-2.
- (r) <u>PATRIOT Act</u>. The Lenders shall have received, sufficiently in advance of the Closing Date, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.
- (s) <u>Critical Vendor Motion</u>. An order approving the critical vendor motion of the Loan Parties shall have been entered, which motion shall be in form and substance satisfactory to each Lender and its respective counsel.
- 4.2. <u>Conditions to Each Extension of Credit</u>. The agreement of each Lender to make any Loan requested to be made by it hereunder on any date (including its initial Loan) is subject to the satisfaction of the following conditions precedent:
- (a) <u>Representations and Warranties</u>. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent such representations and warranties relate to an earlier date, in which case, such representations and warranties were true and correct in all material respects as of such earlier date).
- (b) <u>No Event of Default</u>. No Default or Event of Default shall have occurred and be continuing on such date immediately prior to or after giving effect to the extensions of credit requested to be made on such date.
- (c) <u>Final Order</u>. (i) With respect to any Loan requested in excess of the Interim Commitment, the Final Order shall be entered by the Bankruptcy Court and shall have become final and non-appealable, not later than 35 days after the Petition Date and shall provide that, (x) the Lenders and the lenders under the Existing UST Loan Agreement, and all of their respective counsel, advisors and consultants, shall each be entitled to the benefit of a "good faith" finding pursuant to sections 363(m) and 364(e) of the Bankruptcy Code, and (y) the Lenders reserve the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the Loans, in whole or in part, in connection with any sale or disposition of assets in the Cases.
  - (ii) The Final Order shall not have been reversed, modified, amended, stayed or vacated, in the case of any modification or amendment, in a manner, or relating to a matter, without the consent of the Lenders.

- (d) <u>Borrowing Certificate</u>. The Lenders shall have received a duly completed and executed Borrowing Certificate from a Responsible Officer of the Borrower.
- (e) <u>Use of Proceeds Statement</u>. The Lenders shall have received an officer's certificate signed by a Responsible Officer of the Borrower that sets forth in reasonable detail the intended use of the requested Loan (each, a "<u>Use of Proceeds Statement</u>"). For the avoidance of doubt, it shall be a condition precedent to the Lender making any Loan that the related Use of Proceeds Statement be in form and substance acceptable to the Required Lenders in their sole discretion.
- (f) <u>Case Status</u>. The Required Lenders in their sole discretion shall be satisfied with the status of the Cases at the time of such requested borrowing hereunder, including the motion or motions to approve the Related Section 363 Transactions.
- 4.3. <u>Conditions to Special Borrowings</u>. Notwithstanding anything to the contrary herein, an amount of the Commitment equal to the lesser of (x) the aggregate unused available Commitments <u>minus</u> a reserve equal to the Carve-Out and (y) the difference between (i) \$750,000,000 and (ii) the sum of the amount then on deposit in the KeyBank Account <u>plus</u> the amount of cash collateral held by the Borrower and the Guarantors in the United States cash management accounts shall be available to Borrower at any time prior to the Maturity Date unless the Borrower or any of the Guarantors has breached the Master Transaction Agreement, which breach shall not be susceptible of being cured.

### **SECTION 5**

# **AFFIRMATIVE COVENANTS**

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

- 5.1. <u>Compliance and Financial Reporting</u>. The Borrower shall deliver to each Lender:
- (a) on each Wednesday, beginning with the second Wednesday to occur after the Closing Date, a Compliance Certificate, executed by a Responsible Officer, (i) stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, and (ii) containing in reasonable detail all the information and calculations necessary for determining compliance with Section 6.1 as of the Saturday for the immediately preceding calendar week;
- (b) on each Wednesday, beginning with the second Wednesday to occur after Closing Date, furnish to each Lender an updated 13-Week Projection (covering the period beginning on the Saturday immediately preceding the Monday that such 13-Week Projection is delivered) and a report by a Responsible Officer with respect to Dispositions, facility closures and other matters as the Lenders may from time to time reasonably request in good faith;

- (c) on May 6, 2009, and on each Wednesday thereafter, furnish to each Lender a Weekly Variance Report for the immediately preceding week;
- (d) promptly following any request therefor, on and after the effectiveness of the Pension Act, copies of (i) any documents described in section 101(k) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Multiemployer plan and (ii) any notices described in section 101(l) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Plan or Multiemployer Plan; provided, that if the Borrower or any Commonly Controlled Entity has not requested such documents or notices from the administrator or sponsor of the applicable Plan or Multiemployer Plan, the Borrower or the applicable Commonly Controlled Entity shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof;
- (e) promptly, such additional financial and other information as any Lender may from time to time reasonably request;
- (f) notice of and copies of each Debtors' pleadings filed in the Cases in connection with any material contested matter or adversary proceeding in the Cases (but the foregoing may be satisfied by including each of the Lenders and their counsel in a "core service group," to receive copies of all pleadings under any order establishing notice and service requirements in the Cases), and such additional information with respect to such matters as either of the Lenders may reasonably request, and which notice shall also include sending copies of any pleadings or other documents that the Borrower or other Debtors seek to file under seal to each of the lenders and their counsel, <u>provided</u>, <u>however</u>, that if (in addition to the confidentiality provisions of this Agreement) additional confidentiality provisions are needed (i.e., if required by third parties), the Lenders and the Borrower shall endeavor to work out reasonable additional confidentiality terms; and
- (g) no later than ten days after the closing of the initial Related Section 363 Transaction, the Monthly Budget, in form and substance satisfactory to the Required Lenders.
- 5.2. <u>Maintenance of Existence; Payment of Obligations; Compliance with Law.</u> (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, continue to engage primarily in the automotive business and preserve (except to the extent provided in the Wind-Down), renew and keep in full force and effect its corporate existence and take all reasonable actions to maintain all rights necessary for the normal conduct of its business, except to the extent that failure to do so could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.
- (b) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all their Postpetition obligations of whatever nature, except (i) where such payment, discharge or satisfaction is prohibited by the Orders, the Bankruptcy Code, the Bankruptcy Rules or an order of the Bankruptcy Court or by this Agreement or the Monthly Budget, or (ii) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and

reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be.

- (c) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Bankruptcy Code and all orders of the Bankruptcy Court entered, the Borrower will, and will cause each Group Member to, comply with all Postpetition Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.
- 5.3. Payments of Taxes. Except as prohibited by the Bankruptcy Code, the Borrower will and will cause each Group Member to timely file or cause to be filed all federal, state and other material Tax returns that are required to be filed and all such Tax returns shall be true and correct and to timely, pay and discharge or cause to be paid and discharged promptly all Taxes, assessments and governmental charges or levies arising Postpetition and imposed upon the Borrower or any of the other Loan Parties or upon any of their respective incomes or receipts or upon any of their respective properties before the same shall become in default or past due, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might result in the imposition of a Lien or charge upon such properties or any part thereof; provided that it shall not constitute a violation of the provisions of this Section 5.3 if the Borrower or any of the other Loan Parties shall fail to pay any such Tax, assessment, government charge or levy or claim for labor, materials or supplies which is being contested in good faith, by proper proceedings diligently pursued, and as to which adequate reserves have been provided.
- 5.4. <u>Maintenance of Property; Insurance</u>. (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, keep all property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.
- (b) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to maintain, as appropriate, with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in amounts reasonable and prudent in light of the size and nature of its business and against at least such risks (and with such risk retentions) as the Borrower believes (in the good-faith judgment of the management of the Borrower) are reasonable in light of the size and nature of its business.
- (c) The Borrower will, and will cause each Group Member to, obtain prior to the first Borrowing Date insurance certificates reflecting insurance coverage required in Section 5.4(b); <u>provided</u> that, each Lender shall be named as additional insured with respect to each policy of liability insurance of the Borrower and the Group Members and as loss payee and mortgagee with respect to each policy of casualty and property insurance of the Borrower and the Group Members.

- 5.5. <u>Notices</u>. Promptly upon a Responsible Officer of the Borrower becoming aware thereof, the Borrower shall give notice to each Lender of:
  - (a) the occurrence of any Default or Event of Default;
- (b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that, in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;
- (c) any litigation or proceeding affecting any Group Member (i) in which the amount involved is \$50,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought, or (iii) which relates to any Loan Document;
- (d) the following events, as soon as possible and in any event within 30 days after the Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan; a failure to make any required contribution to a Plan or Multiemployer Plan; (ii) on and after the effectiveness of the Pension Act, a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Title IV of ERISA); (iii) any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or the determination that any Multiemployer Plan is in endangered or critical status, within the meaning of section 432 of the Code or section 305 or Title IV of ERISA; or (iv) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan or Multiemployer Plan; except, in the case of any or all of (i) through (iv), as could not reasonably be expected to result in a Material Adverse Effect;
- (e) as soon as possible and in any event within 30 days of obtaining knowledge thereof: (i) any development, event, or condition that, individually or in the aggregate with other developments, events or conditions, could reasonably be expected to result in the payment by the Group Members, in the aggregate, of a Material Environmental Amount; and (ii) any notice that any governmental authority may deny any application for an Environmental Permit sought by, or revoke or refuse to renew any Environmental Permit held by, any Group Member; and
- (f) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

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

5.6. <u>Further Assurances</u>. Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall, and shall cause each Group Member to, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Lenders may reasonably

request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Lenders with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Group Member which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that such Lender may be required to obtain from the Borrower or any Group Member such governmental consent, approval, recording, qualification or authorization.

- 5.7. Environmental Laws. Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall and shall cause each Group Member to comply in all respects with all applicable Environmental Laws, and obtain and comply in all material respects with and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, where the failure to comply with such Environmental Laws or obtain such licenses, approvals, notifications, registrations or permits could not reasonably be expected to have a Material Adverse Effect.
- 5.8. <u>Inspection of Property; Books and Records; Discussions.</u> Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall, and shall cause each Group Member to, (a) keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities, and (b) permit representatives of any Lender, the Special Inspector General of the Troubled Asset Relief Program or the Comptroller General of the United States to visit and inspect any of its properties and examine and make abstracts from any of its books and records and other data delivered to them pursuant to the Loan Documents at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with its independent certified public accountants.
- 5.9. <u>Executive Privileges and Compensation</u>. (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall cause each Group Member to comply with the following restrictions on executive privileges and compensation:
  - (i) Each Group Member shall take all necessary action to ensure that its Specified Benefit Plans comply in all respects with the EESA, including, without limitation, the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA, as the same shall be in effect from time to time (collectively, the "Compensation Regulations"), and shall not adopt any new Specified Benefit Plan (x) that does not comply therewith or (y) that does not expressly state and require that such Specified Benefit Plan and any compensation thereunder shall be subject to all relevant Compensation Regulations adopted, issued or released on or after the date any such Specified Benefit Plan is adopted. To the extent that the

Compensation Regulations change during the period when any Obligations remain outstanding in a manner that requires changes to then-existing Specified Benefit Plans, the Borrower shall effect such changes to its Specified Benefit Plans as promptly as practicable after it has actual knowledge of such changes in order to be in compliance with this Section 5.9(a)(i) (and shall be deemed to be in compliance for a reasonable period within which to effect such changes).

- (ii) Each Group Member shall be subject to the limits on annual executive compensation deductibles imposed by section 162(m)(5) of the Code, as applicable;
- (iii) No Group Member shall pay or accrue any bonus or incentive compensation to the Senior Employees unless otherwise approved in writing by the Treasury;
- (iv) No Group Member shall adopt or maintain any compensation plan that would encourage manipulation of its reported earnings to enhance the compensation of any of its employees; and
- (v) Each Group Member shall maintain all suspensions and other restrictions of contributions to Specified Benefit Plans that are in place or initiated as of the Closing Date.

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

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

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

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

- (b) The Expense Policy shall, at a minimum: (i) require compliance with all Requirements of Law, (ii) apply to the Borrower and all of its Subsidiaries, (iii) govern (A) the hosting, sponsorship or other payment for conferences and events, (B) travel accommodations and expenditures, (C) consulting arrangements with outside service providers, (D) any new lease or acquisition of real estate, (E) expenses relating to office or facility renovations or relocations, and (F) expenses relating to entertainment or holiday parties, and (iv) provide for (A) internal reporting and oversight, and (B) mechanisms for addressing non-compliance with the Expense Policy.
- 5.11. Aircraft. With respect to any private passenger aircraft or interest in such aircraft that is owned or held by any Loan Party or any of its respective Subsidiaries immediately prior to the Closing Date, such party shall demonstrate to the satisfaction of the Treasury that it is taking all reasonable steps to divest itself of such aircraft or interest. In addition, no Loan Party shall acquire or lease any private passenger aircraft or interest in private passenger aircraft after the Closing Date.
- 5.12. <u>Employ American Workers Act</u>. The Borrower shall comply, and the Borrower shall take all necessary action to ensure that its Subsidiaries comply, in all respects with the provisions of the EAWA in all respects.
- 5.13. Internal Controls; Recordkeeping; Additional Reporting. (a) The Borrower shall promptly establish internal controls to provide reasonable assurance of compliance in all material respects with each of the Borrower's covenants and agreements set forth in Sections 5.9, 5.10, 5.11, 5.12 and 5.13(b) hereof and shall collect, maintain and preserve reasonable records evidencing such internal controls and compliance therewith, a copy of which records shall be provided to the Lender promptly upon request. On the 15th day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with September 30, 2009, the Borrower shall deliver to the Treasury (at its address set forth in Section 8.2) a report setting forth in reasonable detail (x) the status of implementing such internal controls and (y) the Borrower's compliance (including any instances of material non-compliance) with such covenants and agreements. Such report shall be accompanied by a certification duly executed by an SEO of the Borrower stating that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18. United States Code, Section 1001.
- (b) The Borrower shall use its reasonable best efforts to account for the use of the proceeds from the Loans. On the 15<sup>th</sup> day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with September 30, 2009, the Borrower shall deliver to the Lender (at its address set forth in Section 8.2) a report setting forth in reasonable detail the actual use of the proceeds from the Loans (to the extent not previously reported on to the Lender pursuant to Section 2.2). Such report shall be accompanied by a certification duly executed by an SEO of the Borrower that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, section 1001.

- (c) The Borrower shall collect, maintain and preserve reasonable records relating to the implementation of the Auto Supplier Support Program and all other Federal support programs provided to the Borrower or any of its Subsidiaries pursuant to the EESA, the use of the proceeds thereunder and the compliance with the terms and provisions of such programs; provided that the Borrower shall have no obligation to comply with the foregoing in connection with any such program to the extent that such program independently requires, by its express terms, the Borrower to collect, maintain and preserve any records in connection therewith. The Borrower shall provide the Treasury with copy of all such reasonable records promptly upon request.
- 5.14. <u>Waivers</u>. (a) For any Person who is a Loan Party as of the Closing Date and any Person that becomes a Loan Party after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-1, to be duly executed by such Loan Party and promptly delivered to the Treasury.
- (b) For any Person who is an SEO as of the Closing Date and any Person that becomes an SEO after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-2, to be duly executed by such SEO, and promptly delivered to the Treasury.
- (c) For any Person who is an SEO as of the Closing Date and any Person that becomes an SEO after the Closing Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-3, to be duly executed by such SEO, and promptly delivered to the Borrower (with a copy to the Treasury).
- (d) For any Person who is a Senior Employee as of the Closing Date and any Person that becomes an Senior Employee after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-4, to be duly executed by such Senior Employee, and promptly delivered to the Treasury.
- (e) For any Person who is a Senior Employee as of the Closing Date and any Person that becomes an Senior Employee after the Closing Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-5, to be duly executed by such Senior Employee, and promptly delivered to the Borrower (with a copy to the Treasury).
- (f) For the avoidance of doubt, this requirement will be deemed satisfied for the United States with respect to Loan Parties that are party to the Existing UST Loan Agreement and any SEO or Senior Employee, to the extent such Loan Party, SEO or Senior Employee has previously provided such a waiver to the Lender.
- 5.15. Wholesale and Retail Financing. The Borrower shall obtain and maintain adequate wholesale and retail financing to support its dealers and operations in a manner satisfactory to the Required Lenders.
- 5.16. <u>Sale of Properties</u>. The Borrower shall sell certain owned properties contemplated to be sold in accordance with the Monthly Budget, if any, by dates to be determined by the Required Lenders, and cause the Net Cash Proceeds thereof to be applied to

prepayment of the Loans and the Additional Notes and the reduction of the Commitments, in accordance with Section 2.5.

- 5.17. <u>Related Section 363 Transactions</u>. The Borrower shall file by May 4, 2009 (or such later date as may be agreed to in writing by the Required Lenders), a motion or motions to approve the Related Section 363 Transactions in form and substance satisfactory to the Required Lenders.
- 5.18. <u>Modification of Canadian Facility Documents</u>. The Borrower shall notify the Lender, upon five Business Days' notice, of any amendments, supplements, or other modifications to the documents related to the Canadian Facility.
- 5.19. <u>Additional Guarantors</u>. Except as otherwise agreed to by the Required Lenders, the Borrower shall cause each domestic Subsidiary (other than any Subsidiaries of Chrysler Canada) of a Loan Party who becomes a Debtor after the Closing Date to become a Guarantor (each, an "<u>Additional Guarantor</u>") in accordance with Section 3.14 of the Guarantee.
- 5.20. <u>KeyBank Account</u>. The Borrower shall maintain, or cause to be maintained, a cash balance in the KeyBank Account of not less than \$260,000,000 at any time (or such other amount as determined by the reasonable agreement of the Lenders and the Debtors prior to the consummation of the Wind-Down), the proceeds of which in an amount to be determined by the Treasury shall be used solely in connection with the Wind-Down and which account shall at all times be free and clear of any Liens other than the DIP Liens.

# **SECTION 6**

# **NEGATIVE COVENANTS**

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

- 6.1. Financial Condition Covenants.
- (a) <u>Aggregate Outstanding Amount of the Loans</u>. The Borrower shall not permit, at any date, the total amount of Loans borrowed through such date to exceed the line item "Total Maximum DIP Borrowing" set forth in the Initial Budget through the end of the week in which such date falls.
- (b) <u>Total Cash Disbursements</u>. The Borrower shall not permit, at any date, the total amount of cash disbursements made from the Petition Date until such date to exceed the total amount set forth in the Initial Budget in the line item "Total Maximum DIP Borrowing" through the end of the week in which such date falls plus the cumulative amount of proceeds from the sale of MOPAR inventory through the end of such week since the Petition Date.

- (c) <u>Canadian Unrestricted Cash</u>. The Borrower shall not permit the average daily balance of the aggregate amount of unrestricted cash and Cash Equivalents held by the Chrysler Canada and its Subsidiaries for any calendar month to be less than Cdn\$250,000,000.
- 6.2. <u>Liens</u>. The Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except Permitted Liens. Notwithstanding anything to the contrary set forth herein, the Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Lien on the KeyBank Account at any time, other than the DIP Liens
- 6.3. <u>Indebtedness.</u> The Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Indebtedness except Permitted Indebtedness.
- 6.4. <u>Asset Sale Restrictions</u>. The Borrower shall not, and shall not permit any Group Member to, Dispose of any of its property, whether now owned or hereafter acquired, except:
  - (a) Dispositions of inventory in the ordinary course of business;
- (b) Dispositions of obsolete or worn-out property in the ordinary course of business, including leases with respect to facilities that are temporarily not in use or pending their disposition;
- (c) Dispositions of or accounts receivable more than 90 days past due in connection with the compromise, settlement or collection thereof on market terms;
- (d) Dispositions of any Capital Stock of any JV Subsidiary in accordance with the applicable joint venture agreement relating thereto;
- (e) any Disposition of (i) any Subsidiary's Capital Stock to the Borrower or any Guarantor, or (ii) any Excluded Subsidiary's (other than any Excluded Subsidiary, the stock of which is pledged as Collateral) stock to the Borrower, any Guarantor or any other Excluded Subsidiary;
- (f) any Disposition of cash or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;
- (g) any Disposition by the Borrower or any of its Subsidiaries of any dealership property or Capital Stock in a dealership Subsidiary to the operating management of a dealership or any Disposition of property in connection with the dealer optimization plan, in each case in the ordinary course of business;
  - (h) any Disposition of assets pursuant to the Wind-Down;

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- (i) any Disposition of assets between or among (i) the Loan Parties and (ii) the Borrower and its Subsidiaries and FinCo and its Subsidiaries in accordance with the Master Agreement;
- (j) the licensing and sublicensing of patents, trademarks and other intellectual property or other general intangibles to third persons on customary terms as determined by the board of directors, or such other individuals as they may delegate, in good faith and the ordinary course of business;
- (k) any Disposition required by the terms of any Permitted Transaction and made in accordance with such terms;
  - (l) any Disposition made pursuant to the Section 363 Sale Order;
- (m) any Disposition not otherwise permitted by Sections 6.4(a) through (l); provided that, (i) such Disposition shall be for fair market value or otherwise approved by the Bankruptcy Court, (ii) the consideration for such Disposition shall solely be paid in cash and (iii) the Net Cash Proceeds of such Disposition are applied in accordance with Section 2.10 unless otherwise consented to by the Required Lenders;
- (n) any Disposition of the assets or property of any Subsidiary that is not a Loan Party to any other Subsidiary or Subsidiaries that are not Loan Parties; and
  - (o) Dispositions permitted by clause (i) of Section 6.6(b) or Section 6.9.

Notwithstanding anything in this Section 6.4 to the contrary, (i) any Disposition described in this Section 6.4 shall be permitted if such Disposition is to a Loan Party and (ii) in no circumstance shall any Disposition of, or any Disposition the effect of which is to Dispose of, any Principal Trade Name be permitted hereunder, except as permitted by the Orders or in connection with the Related Section 363 Transactions.

- 6.5. Restricted Payments. The Borrower will not, and will not permit any Subsidiary to, (i) declare or pay any dividend (other than dividends payable solely in common Capital Stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member, and (ii) optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash or Cash Equivalents any Indebtedness other than Indebtedness permitted by Section 6.3 and, for the avoidance of doubt, Indebtedness secured by the Permitted Liens (any such payment referred to in clauses (i) and (ii), a "Restricted Payment"), other than:
- (a) redemptions, acquisitions or the retirement for value or repurchases (or loans, distributions or advances to effect the same) of shares of Capital Stock from current or former officers, directors, consultants and employees, including upon the exercise of stock options or warrants for such Capital Stock, or any executive or employee savings or

compensation plans, or, in each case to the extent applicable, their respective estates, spouses, former spouses or family members or other permitted transferees;

- (b) any Subsidiary (including an Excluding Subsidiary) may make Restricted Payments to its direct parent or to the Borrower or any Wholly Owned Guarantor;
- (c) any JV Subsidiary may make Restricted Payments required or permitted to be made pursuant to the terms of the joint venture arrangements in effect on the Closing Date of holders of its Capital Stock, <u>provided</u> that, the Borrower and its Subsidiaries have received their *pro rata* portion of such Restricted Payments;
- (d) any Subsidiary that is not a Loan Party may make Restricted Payments to any other Subsidiary or Subsidiaries that are not Loan Parties; and
- (e) the Borrower and its Subsidiaries may make Restricted Payments to FinCo and its Subsidiaries to the extent required by the Master Agreement.
- 6.6. <u>Fundamental Changes</u>. The Borrower will not, and will not permit any Group Member to, enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all its property or business, except that:
- (a) (i) any Subsidiary of the Borrower may be merged, consolidated or amalgamated with or into the Borrower (<u>provided</u> that the Borrower shall be the continuing or surviving corporation) or with or into any Wholly Owned Guarantor (<u>provided</u> that (i) the Wholly Owned Guarantor shall be the continuing or surviving corporation and (ii) any Excluded Subsidiary may merge, consolidate or amalgamate with any other Excluded Subsidiary;
- (b) any Subsidiary of the Borrower may Dispose of any or all of its assets (i) to the Borrower or any Wholly Owned Guarantor (upon voluntary liquidation, winding up, dissolution or otherwise) or (ii) pursuant to a Disposition permitted by Section 6.4; and
- (c) the Borrower and its Subsidiaries may liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) in connection with the Cases or as otherwise approved by the Bankruptcy Court or permitted by the Bankruptcy Code and the Bankruptcy Rules.

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

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

case, any prohibition or limitation shall only be effective against the assets financed thereby or transferred thereto).

- 6.8. <u>Sale/Leaseback Transactions</u>. The Borrower will not itself, and it will not permit any Group Member to, enter into any arrangement with any Person providing for the leasing by any such Group Member of real or personal property that has been or is to be sold or transferred by any such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any such Group Member (a "<u>Sale/Leaseback Transaction</u>") other than any Sale/Leaseback Transaction in effect on the Closing Date.
- 6.9. <u>Investments</u>. The Borrower shall not, and will not permit any Group Member to make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "<u>Investments</u>"), except:
  - (a) Investments existing on the Petition Date;
- (b) extensions of trade credit in the ordinary course of business, including, without limitation, to customers or advances, deposits and payment to or with suppliers, lessors or utilities or for workers' compensation or medical insurance;
  - (c) Investments in Cash Equivalents;
  - (d) Guarantee Obligations permitted by Section 6.3;
- (e) intercompany Investments by any non-Loan Party Subsidiary in any other non-Loan Party Subsidiary;
- (f) Investments arising in connection with the incurrence of Indebtedness permitted by Section 6.3;
- (g) Investments existing on the Closing Date and renewals or extensions of any such Investment to the extent not involving any additional Investments other than as the result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities, in each case pursuant to the terms of such Investments as in effect on the date of this Agreement;
- (h) Investments (i) received in satisfaction or partial satisfaction of delinquent accounts and disputes with customers or suppliers of such Person in the ordinary course of business; (ii) acquired as a result of foreclosure of a Lien securing an Investment or the transfer of the assets subject to such Lien in lieu of foreclosure or (iii) consisting of deposits, prepayments and other credits to suppliers made in the ordinary course of business consistent with the past practices of the Borrower and its Subsidiaries;
- (i) Investments by the Borrower or any of its Subsidiaries in FinCo or any of its Subsidiaries to the extent required or contemplated by the Master Agreement as in effect on

the Closing Date, <u>plus</u> any additional amount funded from a cash contribution to the Borrower's common Capital Stock;

- (j) Investments required pursuant to the terms of any Permitted Transaction and made in accordance with such terms as in effect on the date hereof;
- (k) Investments in Excluded Subsidiaries and Canadian Holdings, Chrysler Canada and their Canadian Subsidiaries in an aggregate amount valued at cost at the time of incurrence not to exceed \$225,000,000 during the term of this Agreement;
- (l) Investments to any non-Loan Party in an aggregate amount not exceeding \$20,000,000;
- (m) Investments in the Supplier SPV in connection with the Auto Supplier Support Program or the Warranty SPV in connection with the Warranty Support Program as required by any Lender or other Governmental Authority pursuant to the Auto Supplier Support Program and the Warranty Support Program not to exceed \$25,000,000 in the aggregate during the term of this Agreement; and
- (n) Investments by any Subsidiary that is not a Loan Party in or to any other Subsidiary or Subsidiaries that are not Loan Parties.
- 6.10. <u>Transactions with Affiliates</u>. The Borrower will not itself, and will not permit any Subsidiary to, enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than any Group Member) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Group Member, and (c) upon fair and reasonable terms no less favorable to the relevant Group Member than it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate. The foregoing restrictions shall not apply to:
- (a) reasonable fees and compensation paid to and indemnity provided on behalf of officers, directors, consultants or employees of the Borrower or any of its Subsidiaries pursuant to customary employment, consulting and benefit arrangements;
- (b) any employment, stock option, stock repurchase, employee benefit compensation, business expense reimbursement, severance, termination or other employment-related agreements, arrangements or plans entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and existing on the Closing Date;
- (c) any agreement as in effect as of the Closing Date and set forth on Schedule 6.10 or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto and any extension of the maturity thereof) and any replacement agreement thereto so long as any such amendment or replacement agreement is not materially more disadvantageous to the Lenders, in any material respect, than the original agreement as in effect on the Closing Date; or

- (d) the agreements entered into with Affiliates on the Closing Date in connection with the closing of the Related Section 363 Transactions as the same are in effect as of the Closing Date and the transactions contemplated thereby; and
- (e) servicing agreements and other similar arrangements customary in fleet financing securitization transactions.
- 6.11. Swap Agreements. The Borrower will not itself, and will not permit any Subsidiary to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual or anticipated exposure (other than those in respect of Capital Stock) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.
- 6.12. <u>Changes in Fiscal Periods</u>. The Borrower will not itself, and will not permit any Subsidiary, to permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters, in each case, unless otherwise agreed by the Required Lenders.
- 6.13. Clauses Restricting Subsidiary Distributions. The Borrower will not, and will not permit any Subsidiary Guarantor to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Subsidiary Guarantor to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary Guarantor held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary Guarantor, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary Guarantor or (c) transfer any of its assets to the Borrower or any other Subsidiary Guarantor, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents or the First Lien Prepetition Facility, (ii) any restrictions with respect to a Subsidiary Guarantor imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary Guarantor, (iii) any agreement or instrument governing Indebtedness assumed in connection with the acquisition of assets by the Borrower or any Subsidiary Guarantor permitted hereunder or secured by a Lien encumbering assets acquired in connection therewith, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired, (iv) restrictions on the transfer of assets subject to any Lien permitted by Section 6.2 imposed by the holder of such Lien or on the transfer of assets subject to a Disposition permitted by Section 6.4 imposed by the acquirer of such assets, (v) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the equity interests therein) entered into in the ordinary course of business, (vi) restrictions contained in the terms of any agreements governing purchase money obligations, Capital Lease Obligations or Attributable Obligations not incurred in violation of this Agreement; provided that, such restrictions relate only to the property financed with such Indebtedness, (vii) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business, or (viii) customary non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business and consistent with past practices.

- 6.14. Amendments to Transaction Documents. (a) The Borrower will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of the indemnities and licenses furnished to the Borrower or any of its Subsidiaries pursuant to the Transaction Documents such that after giving effect thereto such indemnities or licenses, taken as a whole, shall be materially less favorable to the interests of the Loan Parties or the Lenders with respect thereto or (b) otherwise amend, supplement or otherwise modify the terms and conditions of the Transaction Documents.
- 6.15. Extension of Exclusivity Periods. The Borrower will not, and will not permit any of the other Loan Parties to, file any motion or application with the Bankruptcy Court seeking to extend the exclusivity periods set forth in section 1121 of the Bankruptcy Code for any reason without the prior written consent of the Required Lenders.
- 6.16. <u>Amendments to Budgets</u>. The Borrower will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the Initial Budget or the Monthly Budget without the consent of the Required Lenders in accordance with Section 8.1.
- 6.17. <u>Modification of Business</u>. The Borrower will not enter into any new business, either directly or through any Subsidiary.
- 6.18. <u>Modification of Organizational Documents</u>. The Borrower will not modify any organizational documents, except as required by the Bankruptcy Code.
- 6.19. <u>Conflict with Canadian Facility.</u> Notwithstanding the contrary herein, nothing contained in this Section 6 shall restrict, limit or otherwise prohibit Canadian Holdings, Chrysler Canada or any of their Canadian Subsidiaries from complying with any payment obligation or any other affirmative obligation under the Canadian Facility as in effect on the date hereof.

#### **SECTION 7**

# **EVENTS OF DEFAULT**

- 7.1. Events of Default. Notwithstanding the provisions of section 362(c) of the Bankruptcy Code, and without notice, application or motion to, hearing before, or order of the Bankruptcy Court, or any notice to any of the Loan Parties, and subject to the provisions of this Section 7, if any of the following events shall occur and be continuing:
- (a) the Borrower shall fail to pay (i) any principal of any Loan or any Additional Notes when due in accordance with the terms hereof, including any voluntary or mandatory prepayments; (ii) any interest or any other amount payable hereunder or under any other Loan Document within three Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

- (b) any representation or warranty made or deemed made by any Loan Party in any Loan Document or any certified statement furnished by it, in each case shall prove to have been incorrect in any material respect on or as of the date made or deemed made or furnished; or
- (c) any Loan Party shall default in the observance or performance of any agreement contained in Section 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16 or 5.17, or Section 6; or
- (d) any Loan Party shall default in the observance or performance of any agreement contained in Section 5.15, and such default shall continue unremedied for a period of three days; or
- (e) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (d) of this Section), and such default shall continue unremedied for a period of ten days; or
- any Group Member shall (i) default in making any payment of any principal of the Canadian Facility or any Postpetition Indebtedness (including any Guarantee Obligation, but excluding the Loans and the Additional Notes) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (f) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (f) shall have occurred and be continuing with respect to Indebtedness, the Outstanding Amount of which exceeds in the aggregate \$100,000,000; or
- (g) the failure of a bidding procedures order with respect to the Related Section 363 Transactions in form and substance acceptable to the Required Lenders (the "Bidding Procedures Order") to be entered by the Bankruptcy Court in the Cases and not stayed by May 15, 2009; or
- (h) the failure of the Borrower to obtain entry by the Bankruptcy Court in the cases of one or more final and non-appealable orders in form and substance acceptable to the Required Lenders approving the Related Section 363 Transactions on or prior to the date that is 40 days after the Petition Date; or
- (i) the failure of any Case Milestone to be satisfied within the time periods specified therefor; or

- (j) (i) any Group Member (other than a Loan Party) shall (A) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors (1) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or (B) make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member (other than a Loan Party) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 90 days; or
- (k) any of the Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code or the Borrower; a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, a responsible officer or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code shall be appointed in any of the Cases; or an application shall be filed by the Borrower or any of its Subsidiaries for the approval of any other Superpriority Claim (other than the Carve-Out) in any of the Cases which is *pari passu* with or senior to the claims of the Lenders against any Borrower or any other Loan Party hereunder or under any of the other Loan Documents, or there shall arise or be granted any such *pari passu* or senior Superpriority Claim; or
- (l) except as agreed by the Required Lenders, any Loan Party shall make any Prepetition Payment other than (i) Prepetition Payments authorized by the Bankruptcy Court in accordance with "first day" motions and related orders or other orders of the Bankruptcy Court entered with the consent of (or non-objection by) the Required Lenders, or (ii) Prepetition Payments required by the Bankruptcy Code; or
- (m) the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Loan Parties which have a value in excess of \$100,000,000 in the aggregate or (ii) permit other actions that would have a material adverse effect on the Loan Parties or their estates; or
- (n) at any time until the consummation of a Related Section 363 Transaction, the lenders holding a majority of the loans under the First Lien Prepetition Facility shall credit bid their loans in connection with any Related Section 363 Transaction pursued by the Loan Parties or shall object to the consideration to be paid under any such Related Section 363 Transaction; or
- (o) any judgments which are in the aggregate in excess of \$100,000,000 as to any Postpetition obligation shall be rendered against the Loan Parties or any other Subsidiaries of the Borrower and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants) for ten

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

- (p) a plan shall be confirmed in any of the Cases that does not provide for termination of the Commitments and payment in full in cash of the Obligations and the obligations of any Loan Party under the Loan Documents on the effective date of such plan of reorganization or liquidation or any order shall be entered which dismisses any of the Cases and which order does not provide for termination of the Commitments and payment in full in cash of the Obligations and the obligations of any Loan Party under the Loan Documents; or any of the Loan Parties shall seek support, or fail to contest in good faith the filing or confirmation of such a plan or the entry of such an order; or
- (q) any Loan Document shall cease to be effective or shall be contested by the Borrower or any of the other Loan Parties; or
- (r) the filing of a motion, pleading or proceeding by any of the other Loan Parties which could reasonably be expected to result in a material impairment of the rights or interests of any Lender under any Loan Document, or a determination by a court with respect to a motion, pleading or proceeding brought by another party which results in a material impairment of the rights or interests of any Lender under any Loan Document; or
- (s) (i) any order shall be entered reversing, amending, supplementing, staying for a period in excess of five days, vacating or otherwise modifying in any material respect the Interim Order or the Final Order without the prior written consent of the Lenders, (ii) the Interim Order (prior to entry of the Final Order) or Final Order shall cease to create a valid and perfected Lien or to be otherwise in full force and effect or (iii) any of the Loan Parties or any Subsidiary shall fail to comply with the Orders; or
- (t) the Loan Parties or any other material subsidiaries of the Borrower shall take any action in support of any of the foregoing, or any person other than the Loan Parties or any other material subsidiaries of the Borrower shall do so, and such application is not contested in good faith by the Loan Parties or any other material subsidiaries of the Borrower and the relief requested is granted in an order that is not stayed pending appeal; or
- (u) (i) any Person shall engage in any "prohibited transaction" (as defined in section 406 of ERISA or section 4975 of the Code) involving any Plan; (ii) any "accumulated funding deficiency" (as defined in section 302 of ERISA), or, on or after the effectiveness of the Pension Act, any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412 of the Code or section 302 of ERISA) applicable to such Plan, whether or not waived shall exist with respect to any Plan; (iii) any Group Member or Commonly Controlled Entity shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting

such Withdrawal Liability in a timely and appropriate manner; (iv) any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity; (v) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA; (vi) any Plan shall terminate for purposes of Title IV of ERISA; (vii) any Group Member or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with the Insolvency or Reorganization of, a Multiemployer Plan; or (viii) any other event or condition shall occur or exist with respect to a Plan or Multiemployer Plan; and in each case in clauses (i) through (viii) above, such event or condition, together with all other such events or conditions, if any, could, in the reasonable judgment of the Required Lenders, be expected to have a Material Adverse Effect;

- (v) the occurrence of a Change of Control; or
- (w) Any Loan Party shall fail to deliver before the consummation of the Related Section 363 Transactions a Mortgage in favor of the Lenders covering each parcel of real property specified on Schedule 1.1C to the extent such real property is not sold in connection with the Related Section 363 Transactions; <u>provided</u> that, the same shall not constitute a default or Event of Default if the Loan Parties diligently work to procure such Mortgage and the Mortgage is delivered to the Lenders within 30 days after the consummation of the Related Section 363 Transactions.
- 7.2. Remedies upon Event of Default. If any Event of Default occurs and is continuing, without limiting the rights and remedies available to any Lender under applicable law, the Required Lenders shall, by written notice to the Borrower, take any or all of the following actions, at the same or different times, in each case without further order of or application to the Bankruptcy Court (provided that (x) with respect to clause (iii) below and the enforcement of Liens or other remedies with respect to the Collateral under clause (v) below, the Lenders shall provide the Borrower (with a copy to counsel for the Committee and to the United States Trustee for the Southern District of New York) with five Business Days' written notice prior to taking the action contemplated thereby; in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing), (y) upon receipt of any such notice, the Borrower may only make disbursements in the ordinary course of business and with respect to the Carve-Out, but may not disburse any other amounts and (z) in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing:
  - (i) declare the principal of and accrued interest on the outstanding Loans and the Additional Notes to be immediately due and payable;
    - (ii) terminate any further commitment to lend to the Borrower;

- (iii) set-off any amounts held in any accounts maintained by any Loan Party with respect to which any Lender is a party to a control agreement;
- (iv) compel any Loan Party to sell any or all of its assets pursuant to section 363(b) of the Bankruptcy Code or any other applicable law, and credit bid the Loans and the Additional Notes in any such sale pursuant to section 363(k) of the Bankruptcy Code or other applicable law; or
- (v) take any other action or exercise any other right or remedy (including, without limitation, with respect to the Liens in favor of the Lenders) permitted under the Loan Documents or by applicable law.

#### **SECTION 8**

#### **MISCELLANEOUS**

8.1. Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 8.1 or as otherwise expressly provided herein. The Lenders and the Borrower (on its own behalf and as agent on behalf of any other Loan Party party to the relevant Loan Document) may, or, with the written consent of the Lenders and the Borrower (on its own behalf and as agent on behalf of any Loan Party party to the relevant Loan Document) may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Lenders may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided that, such amendments, supplements, modifications and waivers shall require the approval of the Required Lenders, except that (x) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the Maturity Date of any Loan or any Additional Note or any change to the definition of "Maturity Date", (ii) reductions in the rate of interest or any fee or extensions of any due date thereof, (iii) increases in the amount or extensions of the expiry date of any Lender's Commitment, (iv) imposition of any additional restrictions on assignments and participations, (v) any change in the allocation and funding of the Loans provided to any Loan Party or any of its Subsidiaries from that specified in the Initial Budget or Monthly Budget, as applicable, and (vi) modifications to the pro rata treatment and sharing provisions of the Loan Documents, and (v) the consent of 100% of the Lenders shall be required with respect to (i) modifications to this Section of any of the voting percentages, the definition of "Required Lenders", or the minimum requirement necessary for all Lenders or Required Lenders to take action hereunder, (ii) prior to the consummation of the Related Section 363 Transactions, the release or subordination of any of the Guarantors or a material portion of the Collateral other than in connection with the Related Section 363 Transactions, (iii) after the consummation of the Related Section 363 Transactions, the release or subordination of all or substantially all of the Guarantors or all or substantially all of the Collateral, (iv) the assignment, delegation or other transfer by any Loan Party of any of its rights and obligations under this Agreement and (v) amendments, supplements, modifications or

waivers of Sections 2.13 (or the rights and obligations contained therein), 4.1(c)(ii), 4.2(c), 4.3, 6.1(c), 6.19, or 7.1(s), the definition of "ABR", any proviso to the definition of "Net Cash Proceeds" or the minimum notice requirements contained in Sections 2.2 and 2.4.

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

8.2. <u>Notices</u>. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or electronic transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice or electronic transmission or overnight or hand delivery, when received, addressed as follows in the case of the Borrower and the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

#### Borrower:

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

Telephone: 248-512-3984

### with a copy to:

Chrysler LLC 1000 Chrysler Drive Auburn Hills, MI 48326 Attention: Treasurer

Telecopy: 248-512-1770 Telephone: 248-512-6802

#### Treasury:

The United States Department of the Treasury 1500 Pennsylvania Avenue, NW Washington, D.C. 20220

Attention: Chief Counsel Office of Financial Stability

Telecopy: 202-927-9225

Email: OFSChiefCounselNotices@do.treas.gov

#### with a copy to:

Cadwalader, Wickersham & Taft LLP One World Financial Center New York, NY 10281 Attention: John J. Rapisardi

Telecopy: 212-504-6666 Telephone: 212-504-6000

#### Canadian Lender:

Export Development Canada 151 O'Connor Street Ottawa, Ontario Canada K1A 1K3

Attention: Loans Services Telecopy: 613-598-2514

#### with a copy to:

Export Development Canada 151 O'Connor Street Ottawa, Ontario Canada K1A 1K3

Attention: Asset Management/Covenants Officer

Telecopy: 613-598-3186

#### with a copy to:

Vedder Price P.C. 1633 Broadway 47th Floor New York, NY 10019

Attention: Paul Hoffman and Michael J. Edelman

Telecopy: 212-407-7799 Telephone: 212-407-6970 <u>provided</u> that any notice, request or demand to or upon the Lenders shall not be effective until received

- (b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by each Lender in its sole discretion. The Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; <u>provided</u> that approval of such procedures may be limited to particular notices or communications.
- 8.3. <u>No Waiver; Cumulative Remedies</u>. No failure to exercise and no delay in exercising, on the part of any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
- 8.4. <u>Survival of Representations and Warranties</u>. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.
- Payment of Expenses. The Borrower agrees (a) to pay or reimburse the 8.5. Lenders for all their out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including the fees and disbursements of counsel (including the allocated fees and disbursements and other charges of in-house counsel) to each Lender, (b) to pay, indemnify, or reimburse each Lender for, and hold each Lender harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying such fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (c) to pay, indemnify or reimburse each Lender, their respective affiliates, and their respective officers, directors, partners, employees, advisors, agents, controlling persons and trustees (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by an Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of, the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Mortgaged Properties and the

reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"), provided that the Borrower shall have no obligation hereunder to any Indemnitee (x) for Taxes (it being understood that the Borrower's obligations with respect to Taxes are set forth in Section 2.13) or (y) with respect to Indemnified Liabilities to the extent such Indemnified Liabilities resulted from the gross negligence or willful misconduct of, or material breach of the Loan Documents, in each case as determined by a final and nonappealable decision of a court of competent jurisdiction, by, such Indemnitee, any of its affiliates or its or their respective officers, directors, partners, employees, agents or controlling persons. No Indemnitee shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons or for any special, indirect, consequential or punitive damages in connection with the Loans or the Additional Notes. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 8.5 shall be payable not later than 30 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 8.5 shall be submitted to the Treasurer of the Borrower (Telephone No. 248-512-6802) (Fax No. 248-512-1770) at the address of the Borrower set forth in Section 8.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Lenders. The agreements in this Section 8.5 shall survive repayment of the Loans and all other amounts payable hereunder.

- 8.6. Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, all future holders of the Loans or the Additional Notes and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 8.6.
- (b) Any Lender may, without the consent of the Borrower, assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans or the Additional Notes at the time owing to it) pursuant to an Assignment and Assumption, executed by such Assignee and such Lender and delivered to the Borrower for its records, to any other branch, division or agency of the United States or Canadian governments or any government of any state, province, commonwealth or territory of the United States or Canada, together with any related rights and obligations thereunder, without the consent of the Borrower. The Borrower or its agent will

maintain a register ("<u>Register</u>") of each Lender and Assignee. The Register shall contain the names and addresses of the Lenders and Assignees and the principal amount of the loans (and stated interest thereon) held by each such Lender and Assignee from time to time. The entries in the Register shall be conclusive and binding, absent manifest error.

- Any Lender may, without the consent of the Borrower, sell participations to any other branch, division or agency of the United States of Canadian governments or any government of any state, province, commonwealth or territory of the United States or Canada (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans or the Additional Notes owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrower and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 8.1 and (2) directly affects such Participant. Subject to paragraph (c) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 8.6. To the extent permitted by law, and subject to paragraph (c) of this Section, each Participant also shall be entitled to the benefits of Section 8.7 as though it were a Lender. Notwithstanding anything to the contrary in this Section 8.6, each Lender shall have the right to sell one or more participations in all or any part of its Loans, Additional Notes, Commitments or other Obligations to one or more lenders or other Persons that provide financing to such Lender in the form of sales and repurchases of participations without having to satisfy the foregoing requirements. In the event that a Lender sells a participation in such Lender's rights and obligations under this Agreement, the Lender, on behalf of Borrower, shall maintain a register on which it enters the name of all Participants.
- (a) Except to the extent that this Agreement 8 7 Adjustments; Set-off. expressly provides for payments to be allocated to a particular Lender or to the Lenders, if any Lender (a "Benefitted Lender") shall, at any time after the Loans, the Additional Notes and other amounts payable hereunder shall immediately become due and payable pursuant to Section 7, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash in Dollars from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of

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such recovery, but without interest. For the avoidance of doubt, this Section 8.7 shall not include any payment or collateral received by the Canadian Lender and its nominees, participants and assigns pursuant to the obligations under the Canadian Facility.

- (b) In addition to any rights and remedies of the Lenders provided by law, subject to any notice or other requirement contained in the Orders, each Lender shall have the right, without (i) further order of or application to the Bankruptcy Court, or (ii) prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon all amounts owing hereunder becoming due and payable (whether at the stated maturity, by acceleration or otherwise) to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the other Lenders after any such set-off and application made by such Lender; provided that, the failure to give such notice shall not affect the validity of such set off and application.
- 8.8. <u>Counterparts</u>. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Lenders.
- 8.9. <u>Severability</u>. Any provision of this Agreement that is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 8.10. <u>Integration</u>. This Agreement and the other Loan Documents represent the entire agreement of the Borrower and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. In the event of any conflict between this Agreement or any other Loan Document and the Orders, the Orders shall control.
- 8.11. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.
- 8.12. <u>Submission to Jurisdiction; Waivers</u>. All judicial proceedings brought against any Loan Party arising out of or relating to this Agreement or any other Loan Document, or any Obligations hereunder and thereunder, may be brought in the Bankruptcy Court and, if the

Bankruptcy Court does not have (or abstains from) jurisdiction, the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof. Each Loan Party hereby irrevocably and unconditionally:

- (a) submits for itself and its property in any such legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of such the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;
- (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;
- (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 8.2 or at such other address of which the Lenders shall have been notified pursuant thereto; and
- (d) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.
  - 8.13. <u>Acknowledgments</u>. The Borrower hereby acknowledges that:
- (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;
- (b) no Lender has any fiduciary relationship with or duty to any Group Member arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Lenders, on one hand, and any Group Member, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and
- (c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower or any Subsidiary and the Lenders.
- 8.14. Release of Guarantees. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Lenders hereby agree to take promptly, any action requested by the Borrower having the effect of releasing, or evidencing the release of, any guarantee by any Loan Party of the Obligations to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 8.1.
- 8.15. <u>Confidentiality</u>. Each of the Lenders agrees to keep confidential all non-public information provided to it by any Loan Party or any other Lender, pursuant to this Agreement that is designated by such Loan Party as confidential; <u>provided</u> that nothing herein

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shall prevent any Lender from disclosing any such information (a) to any other Lender or any affiliate of any thereof, (b) subject to an agreement to comply with the provisions of this Section 8.15 (or other provisions at least as restrictive as this Section), to any actual or prospective Transferee or any pledgee of Loans or Additional Notes or any direct or indirect contractual counterparty (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations, (b) to its affiliates, employees, directors, trustees, agents, attorneys, accountants and other professional advisors, or those of any of its affiliates for performing the purposes of a Loan Document, subject to such Lender, as the case may be, advising such Person of the confidentiality provisions contained herein, (c) upon the request or demand of any Governmental Authority or regulatory agency (including self-regulated agencies) having jurisdiction (or purporting to have jurisdiction) over it upon notice (other than in connection with routine examinations or inspections by regulators) to the Borrower thereof unless such notice is prohibited or the Governmental Authority or regulatory agency shall require otherwise, (d) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, after notice to the Borrower if reasonably feasible, (e) if requested or required to do so in connection with any litigation or similar proceeding, after notice to the Borrower if reasonably feasible, (f) that has been publicly disclosed, other than in breach of this Section, (g) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or (h) in connection with the exercise of any remedy hereunder or under any other Loan Document.

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

- 8.17. <u>USA PATRIOT Act</u>. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the USA PATRIOT Act.
- 8.17. Orders. The terms and conditions hereunder shall be subject to the terms and conditions of the Final Order, or, prior to the effectiveness of the Final Order, the Interim Order. In the event of any inconsistency between the terms or conditions of this Agreement and the terms and conditions of the Orders, the terms and conditions of the Orders shall control. Notwithstanding the foregoing, in the event of any inconsistency between the terms or conditions of Section 8.1 and the terms and conditions of the Orders, the terms and conditions of Section 8.1 shall control.

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

**CHRYSLER LLC** 

Name: Jan A. Bertsch
Title: Senior Vice President & Treasurer

# UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

Nome:

ne: Duane Morse

Title: Chief Risk and Compliance Officer

# **EXPORT DEVELOPMENT CANADA**, as a Lender

Dender

By:\_\_\_\_\_ Name:

Chris Timbrell

Title:

Sr. Financing Manager

By: Name:

Title:

**David Rowsell** 

Director

Surface Transportation

# Annex I

Initial Budget

(Attached)

# Preliminary DIP Budget – 9 Weeks Assuming a 363 Sale

April 28, 2009

Preliminary Draft
For Discussion Purposes Only
Private and Confidential

# I. Basis of Presentation

- 1. \$400 million of cash collateral is assumed available. Actual cash on the filing date was approximately \$660 million, of which \$400 million has been agreed to among the parties to be used as cash collateral.
- 2. The Debtor-in-Possession Budget (the "DIP Budget") assumes that the Company is able to reach agreement with all of the significant stakeholders in advance of a 363 sale within a Chapter 11 proceeding. The DIP Budget assumes a May 1, 2009 filing. It is assumed that the duration of the bankruptcy is up to 9 weeks.
- 3. The Dip Budget assumes that the Company will obtain court approval to use cash collateral.
- 4. The analysis assumes that the Company obtains court approval to continue to pay supplier claims to maintain the supply chain and to honor any customer service claims including warranty claims.
- 5. The DIP Budget assumes that as a result of the filing, there are no dealer orders received and no production during the pendency of the bankruptcy.
- 6. Since the DIP Budget assumes that the Company is able to honor many prepetition claims, the 13-Week Cash Forecast dated April 13, 2009 is the basis for the DIP Budget receipts and disbursements.

# I. Basis of Presentation

- 7. The payments included in the 13-Week Cash Forecast that are assumed not made include the \$200 million in payments to NSC companies, and interest and principal payments on the Company's debt. Additionally, the beginning cash balance has been adjusted to reflect the receipt of \$300 million from Canada as the intercompany terms are adjusted to normalized terms.
- 8. Additionally, the DIP Budget assumes that hourly workers are placed on lay-off status through the 9 month period and that their pay is reduced to one-third of the amount included in the 13-Week Cash Forecast. The DIP Budget also assumes that payment for unpaid 2008 vacation under the UAW agreement approximating \$86 million is made the week of May 18<sup>th</sup>.
- 9. The Dip Budget also assumes that the salaried workforce is placed on unpaid vacation for 2 weeks resulting in a \$21 million savings of salaried labor costs.
- 10. The DIP Budget assumes that incentive payments to 25% of the Company's dealers are not made as the Company looks to reorganize its dealer network. The DIP Budget also assumes that incentives included in the 13-Week Cash Forecast are reduced a further 50% from June 1st July 5th.
- 11. Marketing expenditures are assumed to be reduced by 50% of the 13-Week Cash Forecast amount. It is assumed that this level of marketing is needed to preserve the value of the brands, assuming a quick sale of the core brands to a going concern purchaser.

## 9 week DIP Budget beginning May 5, 2009

U.S. Dollars in millions	aget beginning 11tay 5, 200	Week Beginning:	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	Total Bankruptcy
U.S. Units Shipped (in tho	usands)		_	=	=	=	_	-	_	=	_	=
	Memo: Calendar Month Total Memo: Calendar Month Order Coverage	?				<del>-</del>				-		
Cash Receipts	W7 1 1 D	4	Φ.	<b>.</b>					<b>.</b>			
	Wholesale Receipts Parts & Service Receipts	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	- -
	Intercompany Receipts		- -	-	-	-	-	-	-	-	_	=
	Other Receipts		-	-	-	-	-	-	_	=	-	-
	Non-Operating Receipts		-	-	-	-	-	-	-	-	-	-
Total Recei	pts											
Cash Disbursements												
Wages and S	Salary											
	Labor - Hourly		(6)	(6)	(92)	(7)	(20)	(6)	(6)	(6)	(6)	(155)
	Labor - Salary		(2)	(8)	(2)	(21)	(2)	(8)	(2)	(44)	(1)	(89)
	Severance					-						-
	Taxes		(12)	(26)	(13)	(42)	(12)	(2)	(32)	(17)	(37)	(192)
	Pension and OPEB	_	-	-	-	-	-	-	-	-	-	- (10.5)
Manufacturi	Total Wages and Salary		(20)	(40)	(106)	(70)	(33)	(16)	(39)	(67)	(43)	(435)
Manuracturi	Critical Vendor Payments		(2)	(1)	(1)	(1)	(1)	(2)	(1)	(3)	(1)	(12)
	Productive Material		(200)	(383)	(160)	(264)	(352)	(135)	- (1)	-	- (1)	(1,493)
	Non-Productive Material		-	-	-	-	-	-	_	=	-	-
	CapEx and tooling		(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(24)	(200)
	Freight		-	=	-	-	-	-	-	=	-	-
	G&A		(14)	(8)	(13)	(26)	(10)	(8)	(14)	(18)	(15)	(125)
	Manufacturing Overhead		(7)	(8)	(4)	(9)	(10)	(15)	(19)	(12)	(13)	(97)
	Utilities	_	(1)	(9)	(4)	(4)	(1)	(1)	(11)	(3)	(1)	(36)
Other	Total Manufacturing		(246)	(430)	(205)	(325)	(396)	(183)	(67)	(58)	(53)	(1,963)
Other	Incentives		(107)	(96)	(127)	(147)	(45)	(46)	(59)	(70)	(55)	(753)
	Payments to National Sales Companies		-	=	-	-	=	= 1	=	-	- 1	-
	Intercompany Disbursements		-	-	-	-	-	-	-	-	-	-
	Benefits		(47)	(16)	(37)	(64)	(46)	(21)	(40)	(56)	(54)	(381)
	VTEP		(71)	-	-	(50)	(504)	-	(29)	-	(14)	(668)
	Warranty Disbursements		(29)	(29)	(29)	(29)	(30)	(30)	(30)	(30)	(30)	(266)
	Other Op. Disb.		- (10)	-	-	-	-	-	- (15)	-	-	- (670)
	Marketing		(10)	(2)	(8)	(4)	(6)	(8)	(15)	(7)	(7)	(67)
	Engineering Research & Development Miscellaneous		(9)	(8)	(8)	(9)	(7)	(7)	(8)	(8)	(7)	(71)
	Principal Payments		(9)	(6)	(6)	- (9)	- (7)	- (/)	(6)	- (6)	- (/)	(/1)
	Interest Payments		_	_	_	-	_	_	_	_	_	_
	Other Non-Operating Disb.		-	(1)	_	(1)	-	(1)	_	(1)	-	(4)
	Total Other		(273)	(153)	(209)	(305)	(639)	(112)	(180)	(172)	(167)	(2,209)
	Professional Fees	_	-	-	-	-	-	-	(30)	-	-	(30)
Total Disbu	rsements	\$	(539) \$	(623) \$	(520) \$	(700) \$	(1,068) \$	(311) \$	(317) \$	(297) \$	(263)	\$ (4,637)
n	ATT I											l
	DIP Funding ive Disbursements	\$	(539) \$	(1,161) \$	(1,681) \$	(2,381) \$	(3,449) \$	(3,760) \$	(4,077) \$	(4,374) \$	(4.627)	\$ (4,637)
	reed Upon Contingency	•	(108)	(232)	(252)	(2,381) \$ (238)	(3,449) \$	(3,760) \$	(407)	(126)	( <b>4,637</b> ) 137	\$ ( <b>4,63</b> 7)
	of Domestic Cash On-hand at Filing Date		400	400	400	400	400	400	400	400	400	400
	mum DIP Borrowing	\$	(246) \$	(993) \$	(1,533) \$	(2,219) \$	(3,394) \$	(3,736) \$	(4,084) \$	(4,100) \$	(4,100)	\$ (4,100)

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

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

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

- a) Wholesale Receipts the DIP Budget assumes that the are no orders from dealers in the first 4 weeks following the filing as they await the outcome of the sale process. As a result of the lack of dealer orders, there is no production assumed during the pendency of the bankruptcy.
- **b)** Parts & Services Receipts assumes no Mopar sales during the pendency of the bankruptcy, however some insignificant amount is expected to be received.
- c) Intercompany Receipts/Disbursements the DIP Budget assumes there are no transactions with the foreign subsidiaries during the bankruptcy.
- **d) Labor Hourly** the DIP Budget assumes that the hourly employees receive payments under the collective bargaining agreement in the form of supplemental pay. It is assumed that such payments are one-third of the 13-Week Cash Flow forecast weekly amounts.
- e) **Labor Salaried** assumes that the salaried workforce is required to take a 2 week unpaid vacation resulting in a \$21 million savings during the DIP period.

- **f) Severance** the DIP Budget assumes no termination in the DIP period and therefore no severance is assumed paid.
- **g)** Taxes assumes that taxes, including property taxes are paid based on the 13-Week Cash Forecast.
- h) Critical Vendor Payments assumes that payments to trouble vendors are made in accordance with the 13-Week Cash Forecast. These payments are made to ensure that troubled vendors that are critical to the production plan are operating to supply parts following the sale of the Company.
- i) **Productive Materials** assumes that payments to inventory suppliers are made based on the 13-Week Forecast through June 14th. It is assumed that if these payments are not made, many of the Company's suppliers could be forced into bankruptcy which could disrupt inventory supply following the sale. Additionally, many of these payments would need to be made prior to the assumption of the contracts by the purchaser. It is assumed that there should be minimal open trade payables as of June 15<sup>th</sup>. The DIP Budget assumes no vendor payments made after June 15<sup>th</sup>.

- j) Non-productive Material since there is limited production assumed, payments related to non-productive materials are assumed to be deferred.
- k) CapEx/Tooling and ER&D since there is limited production, the DIP Budget assumes that these disbursements are reduced to \$200 million in total during the DIP period. The 13-Week Cash Forecast assumed that the disbursements related to CapEx, Tooling and ER&D were \$161 million, \$223 million and \$89 million, respectively, during the 9 week period.
- **l)** Freight since there is limited production, assumes no freight payments during the DIP period.
- **m) G&A** are primarily related to IT systems for all functions including manufacturing, research and development and finance. It is assumed that these programs will be continued at current levels in the near-term while the sale process is on-going.
- **n) Manufacturing Overhead** includes outside maintenance contracts and maintenance materials to maintain the production equipment. The DIP Budget assumes that such disbursements are reduce to 50% of the 13-Week Cash Forecast amount for the shutdown period (May 4<sup>th</sup> May 31<sup>st</sup>). Assumes that disbursements from June 1<sup>st</sup> July 5 are at the 13-Week Cash Forecast amount to prepare the facilities for the ultimate startup. Assumes that the upkeep of the plant and equipment will continue in order to keep the facilities in working order.

- o) Utilities the DIP budget assumes that utility cost remain at the pre-filing levels as the Company must maintain the plants in working order to effectuate a quick sale process.
- **p)** Incentives assumes that the Company will only pay incentives to those dealers that they believe will have value to the acquiring company. Assumes that such payments represent 75% of the 13-Week Cash Forecast amounts. Assumes that incentives are further reduced 50% from June 1<sup>st</sup> July 5<sup>th</sup>.
- q) Benefits are assumed to continue at the UAW contractual levels during the DIP period.
- resign. This allows the Company to replace these workers with Tier II employees that have lower benefits cost thereby reducing overall payroll.
- s) Warranty Disbursements the DIP Budget assumes that in order to preserve brand value in a sale current warranty obligations will need to be honored during the bankruptcy.
- t) Marketing the DIP Budget assumes that in order to preserve brand value and maximize the potential value of the asset sales, the Company maintains its marketing spending at 50% of the pre-filing assumed amounts.

- **u) Professional Fees** the DIP Budget assumes that the first months actual fees total \$30 million and are paid in the 9 weeks following the filing. Paid on the week of June 15. Total professional fees are likely to be higher.
- v) Return of collateral held by FINCO it is assumed that the \$500 million collateral being held by FINCO is not returned during the pendency of the bankruptcy.
- w) Fee to DIP Lender –no fees to the DIP lender are assumed.
- x) Contingency for purposes of sizing the DIP financing requirement, we have included a contingency on the projected cash disbursements based on negotiations with the U.S. Treasury.
- y) **Beginning Cash U.S.** represents the U.S. cash reflected in the 13-Week Cash Forecast adjusted for the \$200 million NSC payments and the \$300 million in Canadian receipts previously noted.
- **z) Minimum Required Cash U.S.** it is assumed that the Company must maintain a minimum \$260 million cash balance in the U.S.

# SCHEDULE 1.1A

Lender	Funding Office	Commitment
	The United States Department of	
	the Treasury	
	1500 Pennsylvania Avenue, NW	
	Washington, D.C. 20220	
	Attention: Cash Management	
United States Department of	Officer	
the Treasury	Telephone: (202) 622-9281	\$3,043,143,000
	Export Development Canada	
	151 O'Connor Street	
	Ottawa, Ontario	
	Canada K1A 1K3	
	Attention: Loans Services	
Export Development Canada	Fax #: (613) 598-2514	\$1,056,857,000
<b>Total Commitments</b>		\$4,100,000,000

#### **GUARANTORS**

#### Name

Chrysler Aviation Inc.

Chrysler Dutch Holding LLC

Chrysler Dutch Investment LLC

Chrysler Dutch Operating Group LLC

Chrysler Institute of Engineering

**Chrysler International Corporation** 

Chrysler International Limited, L.L.C.

Chrysler International Services, S.A.

Chrysler Motors LLC

Chrysler Realty Company LLC

Chrysler Service Contracts Florida, Inc.

Chrysler Service Contracts, Inc.

Chrysler Technologies Middle East Ltd.

Chrysler Transport, Inc.

Chrysler Vans LLC

DCC 929, Inc.

Dealer Capital, Inc.

Global Electric Motorcars, LLC

NEV Mobile Service, LLC

NEV Service, LLC

Peapod Mobility LLC

TPF Asset, LLC

TPF Note, LLC

Utility Assets LLC

# MORTGAGED PROPERTY

Owner / Lessor	Control No.	State	Property Address	Type
Chrysler Realty Company, LLC	AK 4064-1	AK	4434 Old Seward Hwy, Anchorage, AK 99503	Ground Leased
Chrysler Realty Company, LLC	AL 2563-1	AL	5080 Academy Ln Bessemer, AL 35022	Owned
Chrysler Realty Company, LLC	AL 2219-1	AL	549 Bessemer Super Hwy, Midfield, AL 35228	Owned
Chrysler Realty Company, LLC	AZ 2335-1	AZ	6130 E Auto Park Drive, Mesa, AZ 85206	Owned
Chrysler Realty Company, LLC	CA 2699-1	CA	1831 W. Main St., Alhambra, CA 91801	Ground Leased
Chrysler Realty Company, LLC	CA 2098-1	CA	1100 W. Main St., Alhambra, CA 91801	Owned
Chrysler Realty Company, LLC	CA 2142-1	CA	5548 Paseo Del Norte, Carlsbad, CA 92008	Ground Leased
Chrysler Realty Company, LLC	CA 4054-1	CA	5548 Paseo Del Norte Carlsbad, CA 92008	Owned
Chrysler Realty Company, LLC	CA 2677-1	CA	11705 Valley Blvd. El Monte, CA 91731	Ground Leased
Chrysler Realty Company, LLC	CA 2508-1	CA	Lot 15a - Elk Grove Auto Mall, Elk Grove, CA 00000	Owned
Chrysler Realty Company, LLC	CA 7521-1	CA	4880 N. Blackstone Fresno, CA 93726	Ground Leased
Chrysler Realty Company, LLC	CA 6132-1	CA	25601 Mission Blvd., Hayward, CA 94544	Owned
Chrysler Realty Company, LLC	CA 9147-1	S	16555 Beach Blvd., Huntington Beach, CA 92647	Ground Leased

Chrysler Realty Company, LLC	CA 2580-1	CA	2023-2025 S. Figueroa St., Los Angeles, CA 90007	Owned
Chrysler Realty Company, LLC	CA 2587-1	CA	415 W. Central Ave., Lompoc, CA 93436	Owned
Chrysler Realty Company, LLC	CA 6333-1	CA	401 S. La Brea Ave., Los Angeles, CA 90036	Owned
Chrysler Realty Company, LLC	CA 6334-1	CA	311-321 S. La Brea Ave., Los Angeles, CA 90036	Ground Leased
Chrysler Realty Company, LLC	CA 6335-1	CA	401 South La Brea Ave, Los Angeles, CA 90036	Ground Leased
Chrysler Realty Company, LLC	CA 6336-1	CA	401 South La Brea Ave, Los Angeles, CA 90036	Ground Leased
Chrysler Realty Company, LLC	CA 6762-1	S	401 S. La Brea Ave., Los Angeles, CA 90036	Owned
Chrysler Realty Company, LLC	CA 2164-1	CA	13655 Poway Road Poway, CA 92064	Owned
Chrysler Realty Company, LLC	CA 2565-1	CA	370 S. Kiely Blvd., San Jose, CA 95129	Ground Leased
Chrysler Realty Company, LLC	CA 2238-1	CA	Blvd., San Jose, California 95129	Owned
Chrysler Realty Company, LLC	CA 6583-1	CA	900 Capitol Expressway Auto Mall San Jose, CA 95136	Ground Leased
Chrysler Realty Company, LLC	CA 6296-1	S	1075 Francisco Blvd. East, San Rafael, CA 94901	Owned
Chrysler Realty Company, LLC	CA 2507-1	S	2800 Cherry Ave., Signal Hill, CA 90755	Ground Leased

Chrysler Realty Company, LLC	CA 7510-1	Š	6660 Auto Center Dr., Ventura, CA 93003	Ground Leased
Chrysler Realty Company, LLC	CO 4121-1	00		Owned
Chrysler Realty Company, LLC	CO 9080-1	00	5445 S. Broadway Littleton, CO 80121	Ground Leased
Chrysler Realty Company, LLC	CO 9081-1	00	5440 S. Bannock, Littleton, CO	Ground Leased
Chrysler Realty Company, LLC	CO 2674-1	00	4040 Byrd Dr.,Loveland, CO 80538	Owned
Chrysler Realty Company, LLC	CO 2675-1	00	2600 N. Lincoln Loveland, CO	Owned
Chrysler Realty Company, LLC	CO 2719-1	00	1800 W. 104th Street Thornton, CO	Owned
Chrysler Realty Company, LLC	CO 4043-1	00	1800 W. 104th Avenue Thornton, CO 80234	Owned
Chrysler Realty Company, LLC	CT 9129-1	CT	300 Westport Ave., Norwalk, CT 06851	Ground Leased
Chrysler Realty Company, LLC	FL 2748-1	긥	12020 US Highway 301, Dade City, FL 33525	Ground Leased
Chrysler Realty Company, LLC	FL 2206-1	FL	1555 W. Indiantown Rd., Jupiter, FL 33458	Ground Leased
Chrysler Realty Company, LLC	FL 7058-1	FL	2000 North State Road #7 Lauderdale Lakes, FL 33313	Owned
Chrysler Realty Company, LLC	FL 4024-1	FL	15895 S. Dixie Hwy Miami, FL 33157	Ground Leased
Chrysler Realty Company, LLC	FL 7195-1	긥	190 Ave 'K' S.W. Winter Haven, FL 33880	Ground Leased
Chrysler Realty Company, LLC	GA 2272-1	GA	5765 Peachtree Industrial Blvd Atlanta, GA 30341	Owned

Chrysler Realty Company, LLC	GA 2465-1	GA	5054 Highway 78 Stone Mountain, GA 30087	Owned
Chrysler Realty Company, LLC	HI 2177-1	Ħ	735 Dillingham Blvd., Honolulu, HI 96817	Ground Leased
Chrysler Realty Company, LLC	HI 2178-1	Ħ	735 Dillingham Blvd., Honolulu, HI 96817	Ground Leased
Chrysler Realty Company, LLC	IL 2543-1	٦I	77 Rand Rd., Des Plaines, IL 60016	Ground Leased
Chrysler Realty Company, LLC	IL 2726-1	_	91 S. Route 12, Fox Lake, IL 60020	Ground Leased
Chrysler Realty Company, LLC	IL 2697-1	II.	SE Comer of North Avenue & Western Ave.,Glendale Heights, IL 60139	Owned
Chrysler Realty Company, LLC	IL 6952-1	IL	17225 Torrence Avenue, Lansing, IL 60438	Owned
Chrysler Realty Company, LLC	IL 6953-1	IL	17225 Torrence Avenue, Lansing, IL 60438	Ground Leased
Chrysler Realty Company, LLC	IL 2679-1	٦I	14500 S. Cicero Ave., Midlothian, IL 60445	Owned
Chrysler Realty Company, LLC	IL 2854-1	٦I	14500 Cicero Avenue Midlothian, IL 60045	Owned
Chrysler Realty Company, LLC	IL 2419-1	٦I	200 Hansen Blvd., North Aurora, IL 60542	Ground Leased
Chrysler Realty Company, LLC	IL 2576-1	٦I	5800 W. 95th St., Oak Lawn, IL 60453	Ground Leased
Chrysler Realty Company, LLC	IL 2300-1	<b>=</b>		Ground Leased
Chrysler Realty Company, LLC	IL 4037-1	=	910 & 920 W. Golf Road Schaumburg, IL 60194	Owned

Chrysler Realty Company, LLC	IL 6767-1	=	208 W. Golf Rd Schaumburg, IL 60172	Owned
Chrysler Realty Company, LLC	IL 2021-1	IL.	113 W. 162nd St., South Holland, IL 60473	Ground Leased
Chrysler Realty Company, LLC	IN 6229-1	Z	9600 Indianapolis Blvd., Highland, IN 46322	Ground Leased
Chrysler Realty Company, LLC	IN 2590-1	Z	4505 W. 96th St., Indianapolis, IN 46268	Ground Leased
Chrysler Realty Company, LLC	KS 6387-1	ĶS	9101 Metcalf, Overland Park, KS 66212	Leased
Chrysler Realty Company, LLC	KS 7215-1	KS	10700 Metcalf Ave., Overland Park, KS 66210	Leased
Chrysler Realty Company, LLC	KY 6529-1	⋛	5301 & 5311 Dixie Hwy., Louisville, KY 40216	Leased
Chrysler Realty Company, LLC	LA 6461-1	Ą	4848 Veterans Memorial Blvd., Metairie, LA 70006	Ground Leased
Chrysler Realty Company, LLC	MA 2704-1	MA	724 Rogers St., Lowell, MA 01852	Ground Leased
Chrysler Realty Company, LLC	MD 9095-1	MD	5717 Baltimore National Pike, Baltimore, MD 21228	Ground Leased
Chrysler Realty Company, LLC	MI 2842-1	MI	21570 Hall Road Clinton Township, MI 48038	Owned
Chrysler Realty Company, LLC	MI 6384-1	IM	10500 W. 8 Mile Rd Ferndale, MI 48220	Owned
Chrysler Realty Company, LLC	MI 2191-1	₹	28100 Telegraph Road Southfield, MI 48034	Owned

Chrysler Realty Company, LLC	MN 2403-1	N	1615 Weston Court Shakopee, MN 55379	Owned
Chrysler Realty Company, LLC	MO 2640-1	MO	3140, 3160 & 3180 NW Jefferson Blue Springs, MO 64015	Owned
Chrysler Realty Company, LLC	MO 2711-1	MO	11503 St. Charles Rock Rd., Bridgeton, MO 63044	Owned
Chrysler Realty Company, LLC	MO 4033-1	МО	9401 E. 350 Highway, Raytown, MO 64133	Owned
Chrysler Realty Company, LLC	MS 2775-1	MS	5395 I 55 N., Jackson, MS 39206	Owned
Chrysler Realty Company, LLC	MS 2305-1	MS	223 East Goodman Rd. E., Southaven, MS 38671	Ground Leased
Chrysler Realty Company, LLC	MS 2482-1	MS	371 E. Goodman Road Southaven, MS 38671	Owned
Chrysler Realty Company, LLC	MS 2343-1	MS	315 E. Goodman Road, Southaven, MS 38671	Owned
Chrysler Realty Company, LLC	NC 2700-1	NC	7501 & 7601 South Blvd. Charlotte, NC 29273	Ground Leased
Chrysler Realty Company, LLC	NC 2479-1	NC	604 Hwy. 70 East By-Pass, Goldsboro, NC 27530	Ground Leased
Chrysler Realty Company, LLC	NJ 2730-1	ſN	2901 Route 130 S/2701 Cinnaminson, NJ 08077	Owned
Chrysler Realty Company, LLC	NJ 2728-1	ſŊ	2060 US Highway 130 Monmouth Junction, NJ 08852	Owned
Chrysler Realty Company, LLC	NJ 6709-1	2	315 Route 4 West, Paramus, NJ 07652	Ground Leased

Chrysler Realty Company, LLC	NJ 6710-1	2	234 Route 4 East, Paramus, NJ 07652	Ground Leased
Chrysler Realty Company, LLC	NM 6009-1	ΣZ	1200 Lomas Blvd. NE Albuquerque, NM 87102	Ground Leased
Chrysler Realty Company, LLC	NV 6493-1	Ž	3470 Boulder Hwy Las Vegas, NV 89121	Owned
Chrysler Realty Company, LLC	NY 2654-1	Σ	4007 Boston Rd., Bronx, NY 10466	Ground Leased
Chrysler Realty Company, LLC	NY 9031-1	¥	3845 Sheridan Dr., Buffalo, NY 14226	Ground Leased
Chrysler Realty Company, LLC	NY 6620-1	ž	2185 Walden Ave., Cheektowaga, NY 14225	Ground Leased
Chrysler Realty Company, LLC	NY 2564-1	×	678 Eleventh Ave., New York, NY 10019	Owned
Chrysler Realty Company, LLC	NY 2573-1	Ž	711 11th Ave., New York (678 Eleventh Ave., New York)	Ground Leased
Chrysler Realty Company, LLC	NY 4157-1	Ž	711 11th Ave., New York (678 Eleventh Ave., New York) NY 10019	Ground Leased
Chrysler Realty Company, LLC	NY 2136-1	ž	2020 Niagara Falls Blvd., Tonawanda, NY 14150	Ground Leased
Chrysler Realty Company, LLC	NY 2707-1	×	3588 Sunrise Hwy., Wantaugh, NY 11793	Ground Leased
Chrysler Realty Company, LLC	NY 2733-1	ž	3614 Sunrise Hwy., Wantagh, New York 11793	Ground Leased
Chrysler Realty Company, LLC	NY 2825-1	λ	500 Yonkers Avenue, Yonkers, NY 10704	Owned
Chrysler Realty Company, LLC	OH 6453-1	ЮН	1888 Morse Rd., Columbus, OH 43229	Owned

Chrysler Realty Company, LLC	OH 6887-1	ЮН	6060 Mayfield Rd., Mayfield Hts., OH 44124	Ground Leased
Chrysler Realty Company, LLC	OH 2721-1	НО	East Towne Blvd., Middletown, OH 45044	Owned
Chrysler Realty Company, LLC	SC 2643-1	SC	800 Gold Hill Rd., Fort Mill, SC 29708	Owned
Chrysler Realty Company, LLC	SC 7371-1	SC	2662 Broad Street Extension, Sumter, SC 29150	Owned
Chrysler Realty Company, LLC	TN 2582-1	N	Parkside Drive Knoxville, TN 37922	Owned
Chrysler Realty Company, LLC	TN 7379-1	N L	8544 Kingston Pike, Knoxville, TN 37923	Ground Leased
Chrysler Realty Company, LLC	TN 7269-1	Z F	2580 Mt. Moriah Memphis, TN 38115	Owned
Chrysler Realty Company, LLC	TX 2176-1	X	6905 S. I.H. 35,Austin, TX 78745	Owned
Chrysler Realty Company, LLC	TX 6744-1	X	7309 N. International Highway 35, Austin, TX 78761	Owned
Chrysler Realty Company, LLC	TX 2583-1	ΤX	2920 N. IH 35 Carrollton, TX 75007	Owned
Chrysler Realty Company, LLC	TX 2570-1	Ϋ́	11550 LBJ Fwy Dallas, TX 75238	Owned
Chrysler Realty Company, LLC	TX 2729-1	X	7100 Marvin D. Love Fwy., Dallas, TX 75237	Ground Leased
Chrysler Realty Company, LLC	TX 6050-1	Ϋ́	13439 Preston Road Dallas, TX 75240	Ground Leased
Chrysler Realty Company, LLC	TX 2705-1	X	2601 William D Tate Ave., Grapevine, TX 76051	Owned
Chrysler Realty Company, LLC	TX 2632-1	X	25430 Bell Patna Katy, TX 77494	Owned

Company, LLC	TX 6469-1	X	4611 Avenue Q., Lubbock, TX 79412	Owned
Chrysler Realty Company, LLC	TX 2746-1	X	700 S. Central Expy McKinney, TX 75070	Owned
Chrysler Realty Company, LLC	TX 2571-1	XT		Owned
Chrysler Realty Company, LLC	TX 2572-1	X	2960 I-30 East Mesquite, TX 75149	Ground Leased
Chrysler Realty Company, LLC	TX 2509-1	X	Highway 225 And Beltway 8 Pasadena, TX	Owned
Chrysler Realty Company, LLC	TX 9156-1	XT	7242 San Pedro, San Antonio, TX 78279	Owned
Chrysler Realty Company, LLC	VA 4026-1	VA		Owned
Chrysler Realty Company, LLC	WI 6455-1	M	2801 W. College Ave., Appleton, WI 54911	Owned
Chrysler Realty Company, LLC	WI 6770-1	M	3035 S. 108th St., West Allis, WI 53227	Owned
Chrysler Realty Company, LLC	WV 2144-1	\M	2538 National Rd., Wheeling, WV 26003	Ground Leased
Chrysler Motors LLC	NY 0003 (Ref No. 244)	Ž	Rochester Training Center, 370 Summit Point Drive, Suite 3, Henrietta, Monroe, NY 14467	Leased
Chrysler Motors LLC	NY 0004 (Ref No. 225)	ž	New York PDC / Business Center (warehouse), Route 303 & Pallisades Parkway, Tappan, Rockland, NY 10983	Leased
	NY 0004 (Ref No. 189)	ž	New York PDC / Distribution Center (office), Route 303 & Pallisades Parkway. Tappan. Rockland. New York 10983	eased

Chrysler Motors LLC	NY 0005 (Ref No. 76) a/k/a NY 0004	ž	New York PDC (Land), 500 Route 303, Land, Tappan, Rockland, NY 10983	Owned
Chrysler Motors LLC	NY 0009 (Ref No 245)	ž	enter, One Ramland Road, Suite 135,	Leased
DCC 929 Inc.	NY 0013 (Ref No. 100)	ž	ew Venture Gear Drive, 57	Owned
Chrysler Motors LLC	DE 0001	DE		Owned
Chrysler LLC	DE 0002	DE	College Avenue, Assembly	Owned
Chrysler LLC	IL 0003	١	nrysler Drive, Assembly	Owned
Chrysler LLC	IL 0011	=	Belvidere Sequencing Center, 3142 Chrysler Drive, Belvidere, Boone, IL 67008	Owned

Chrysler LLC	IN 0002	<u>z</u>	Kokomo Transmission Plant, 2401 S. Reed Road, Power Train Plant, Kokomo, Howard IN 46902	Owned
Chrysler LLC	IN 0005	Z	Indiana Transmission Plant, 3660 North U.S. Hwy 31, ITP II, Kokomo, Howard IN 46904	Owned
Chrysler LLC	IN 0005	Z	Indiana Transmission Plant (Power Train Plant), 3660 North U.S. Hwy 31, Power Train Plant, Kokomo, Howard IN 46904	Owned
Chrysler LLC	MI 0013	Ξ	Conner Avenue Assembly (Viper) Plant, 20000 Conner Avenue, Assemble Plant, Detroit, Wayne MI 02048	Owned
Chrysler LLC	MI 0016	M	Chelsea Proving Grounds, 3700 South M-52, Land & Own	Owned
Chrysler LLC	MI 0018	M	Trenton Engine Plant, 2000 Van Horn Road, Power Train Plant, Trenton, Wayne MI 48183	Owned

Chrysler Motors LLC	MI 0019	MI	Marysville National PDC, 840 Huron Blvd., Distribution Center, Marysville, St. Clair MI 48040	þe
Chrysler LLC	MI 0023	Ξ	Detroit Axle Plant, 6700 Lynch Road, Component Plant, Detroit, Wayne MI 48234	ρe
Chrysler LLC	MI 0024	IM	Warren Truck Assembly Plant (DTE Substation), 6301 E. 8 Mile Road, DTE Substation, Warren, Macomb MI 48091	þe
Chrysler LLC	MI 0024	Ξ	Warren Truck Assembly Plant, 21500 Mound Road, Assembly Plant, Warren, Macomb MI 48091	ρe
Chrysler LLC	MI 0026	IM	Warren Stamping Plant, 22800 Mound Road, Stamping Plant, Warren, Macomb MI 48091	ρe
Chrysler LLC	MI 0028	Σ	Mt. Elliott Tool & Die Manufacturing Facility, 3675 E Outer Drive, Stamping Plant, Detroit, Wayne MI 48234	þe

Chrysler LLC	MI 0033	≅	Jefferson North Assembly Plant, 2101 Conner, Assembly Plant, Detroit, Wayne MI 48215	Owned
Chrysler LLC	MI 0034	Ξ	Jeep/Truck Engineering (PROC), 14250 Plymouth Road, Entire Building, Detroit, Wayne MI 48227	Owned
Chrysler LLC	MI 0035	IM	Avenue, Power	Owned
Chrysler LLC	MI 0037	IΝ	Sterling Heights Assembly Plant, 38111 Van Dyke, Assembly Plant, Own	Owned
Chrysler Motors LLC	MI 0038	Σ	iwrence Avenue, e, Macomb MI	Owned
Chrysler Motors LLC	MI 0038	≅	Center Line National PDC (Distribution Center), 26311 Lawrence Avenue, Distribution Center, Centerline, Macomb MI 48015	Owned

Chrysler LLC	MI 0039	Σ	Sterling Stamping Plant, 35777 Van Dyke, Stamping Plant, Ow Sterling Heights, Macomb MI 48312	Owned
Chrysler LLC	MI 0042	Σ	4)	Owned
Chrysler LLC	MI 0043	MI	n MI	Owned
Chrysler LLC	MI 0071	IM	Mark Twain Building (PROC), 12311 Mark Twain, Entire Building, Detroit, Wayne MI 48227	Owned
Chrysler LLC	MI 0089	IM	70 East Warren Avenue, MI 48214	Owned
Chrysler LLC	MO 0002	MO	Drive,	Owned

Chrysler LLC	MO 0003	MO	St. Louis Assembly Plant South, 1001 North Highway Drive, Assembly Plant, St. Louis MO 63026	Owned
Chrysler LLC	OH 0005	ЮН	Toledo Machining Plant, 8000 Chrysler Drive, Component Plant, Perrysburg, Wood OH 43551	Owned
Chrysler LLC	6000 HO	ЮН	Toledo Assembly Plant – Stickney, 4000 Stickney Avenue, Supplier Park, Land, Toledo, Lucas OH 43608	Owned
Chrysler LLC	OH 0010	Ю	Twinsburg Stamping Plant, 2000 E. Aurora Road, Stamping Plant, Twinsburg, Summit OH 44087	Owned
Chrysler LLC	OH 0016	ЮН	Chrysler Drive,	Owned
Chrysler LLC	OH 0017	HO HO	sy Avenue, 508	Owned

Chrysler LLC	WI 0003	M	Kenosha Engine Plant, 5655 30th Avenue, Power Train Plant, Kenosha, Kenosha WI 53144	
Chrysler Motors LLC	WI 0004	IM	Milwaukee National PDC, 3280 S. Clement Avenue, Distribution Center, Milwaukee, WI 53207	
Chrysler LLC	AL 0002	AL	Huntsville Electronics 1, 100 Electronics Boulevard, Component Plant, Huntsville, AL	
Chrysler LLC	AZ 0006	AZ	Arizona Proving Grounds, 1 Proving Ground Road, Yucca, Mohave, AZ	
Ohrseler Charles	7000 HO	HO.	Toledo Truck Maintenance Facility, 5925 Hagman Road, Truck Terminal - Chrysler Transport, Toledo, Lucas OH	
Chrysler LLC	8000 HO	HO HO	Jeep Parkway, 1000 Jeep Parkway, Assembly Plant, , Lucas OH 43657	
Chrysler LLC	IN 0004	Z	Warman Lot, 500 S. Warman Avenue, Indianapolis, Marion, Owned	

Chrysler LLC	AL 0003	AL	Huntsville Electronics Plant II, 103 Wynn Drive, Huntsville, AL 35801	Owned
Chrysler Motors LLC	GA 0003	GA	Atlanta PDC, 1149 Citizens Parkway, Morrow, Clayton GA 30260	Owned
Chrysler Motors LLC	MA 0003	MA	Boston PDC - Distribution Center, 550 Forbes Boulevard, Mansfield, MA 02048	Owned
Chrysler LLC	MI 0017	IM	Chrysler Transport (Lynch Road Terminal) 8555 Lynch Road, Truck Terminal, Detroit, Wayne MI 48234	Owned
Chrysler LLC	MI 0021	Σ	Road, Powertrain	Owned
Chrysler LLC	MI 0044	Σ	(DOW), 12501 Chrysler it, Wayne MI 48288	Owned
Chrysler LLC	MI 0045	Σ	neadow	Owned

Chrysler LLC	MI 0118	M	Marysville Common Axle Plant, Corner of Busha Highway (M-29) and Davis Road, Maysville, MI	Owned
Chrysler LLC	TX 0006	TX	Ballinger Texas - Electro Space, Land and Building, Ballinger, TX (13.72 acres on Highway 67 in Runnels County)	Owned
Chrysler LLC	9000 NI	Z	Kokomo Casting Plant, 1001 East Boulevard, Power Train Plant, Kokomo, IN 46902	Owned
Chrysler LLC	MI 0026	Ξ	Warren Stamping Plant, 22800 Mound Road, Stamping Plant, Warren Macomb MI 48091	Owned
Chrysler LLC	IN 0005	Z	Indiana Transmission Plant - Vacant Land, 3660 North U.S. Hwy 31, Kokomo, Howard IN 46904	Owned
Chrysler LLC	IN 0004	Z	Blue Lake South (Indy Foundry), 1100 South Tibbs Avenue, Indianapolis, Marion IN 46241	Owned

Chrysler LLC	IN 0004	Z	Former Indianapolis Foundry (Power Train Plant), 1100 South Tibbs Avenue, Power Train Plant, Indianapolis, Marion IN 46241	per
	MI 0025	M	Detroit Forge/Winfield Foundry/Huber Foundry, 9611 Winfield Ave, Land, Detroit, Wayne MI 48288	pət
	MI 0125	M	Trenton Engine Plant II, 2300 Van Horn Road, Trenton, MI 48183	ped
Chrysler Motors LLC	CA 0011	CA	San Francisco PDC, 18260 Harlan Rd., Lathrop, CA	sed
	CA 0021	CA	West Business Center, 7700 Irvine Center Drive, Storage - Suite 170, Irvine, Orange CA 92618	pes
Chrysler Motors LLC	CA 0021	CA	West Business Center, 7700 Irvine Center Drive, Sales - Suite 400, Irvine, Orange CA 92618	pes
Chrysler LLC	CA 0022	CA	Sacramento Governmental Affairs Office, 1215 K Street, 17th Floor, Sacramento CA	pes

Chrysler Motors LLC	AZ 0002	AZ	Phoenix Training Center, 3421 E. Harbour Drive, Suite 300, Phoenix, AZ	
Chrysler Motors LLC	CA 0002	8	San Francisco Training Center 5720 Stoneridge Drive, Pleasanton, CA	
Chrysler Motors LLC	CA 0003	Ş	Los Angeles PDC/Training Center, 5141 E. Santa Ana Ave., Dntario, CA	
Chrysler Motors LLC	CO 0001	8	Denver PDC Annex, 12850 E. 40th Ave., Suite 1, Denver,	
Chrysler Motors LLC	CO 0003	8	Denver PDC , 12225 East 39th Ave., Denver, CO	
Chrysler Motors LLC	9000 CO	00	Denver Training Center (S/L DC Vans), 14155 East 42nd Ave., Building B, Denver, CO	
Chrysler Motors LLC	CO 0007	8	9	
Chrysler LLC	DC 0001	DC	Wasington DC Affairs Office, 1401 H Street N.W., Suite 700, Wasington, DC	

Chrysler Motors LLC	FL 0001	FL	Orlando Training Center, 8351 Parkline Bouldevard, Suite 500, Orlando, FL	Leased
Chrysler LLC	FL 0010	FL	Orlando PDC/Sales & DCS Business Centers (MOPAR), 10100 Boggy Creek, Orlando, FL	Leased
Chrysler Motors LLC	FL 0010	FL	iess Centers (Sales), 10100	Leased
Chrysler Motors LLC	GA 0002	GA	ailey Park, 1000 Cobb Plae Blvd., aw, GA	Leased
Chrysler Motors LLC	IL 0002	IL.	Chicago PDC/Training Center, 1980 High Grove Ln., Naperville, IL	Leased
[To be confirmed]	IL 0002	_	:/Training Center, 1980 High Grove Ln.,	Leased
Chrysler Motors LLC	IL 0006	۲	ness Center, 901 Warrenville Road, Lisle, IL	Leased
Chrysler LLC	IL 0010		Asset Management - Kankakee (S/L - AME), Route 17, 2207 W. Station St., Kankakee, IL	Leased

Chrysler LLC	IL 0013		Belvidere Trailer Parking, 3741 and 3593 Morreim Drive, Belvidere, Boone IL 61008	
Chrysler LLC	IN 0012	Z	Indiana Logistics Center, 6410 Ameriplex Drive, Portagge, IN Leased	
Chrysler LLC	IN 0019	≧	KTP - Tippman Warehouse, 1125 E. Vaile Avenue, Building Leased	
Chrysler Motors LLC	KS 0001	KS	10105 Marshall Drive, Lenexa, Johnson KS 66215	
Chrysler Motors LLC	MA 0002	MA	Boston Training Center, 105 Forbes Bouldevard, Mansfield, MA	
Chrysler Motors LLC	MD 0006	MD	Baltimore Training Center, 8955 Henkels Lane, Suite 500- 502, Annapolis Junction, MD	
Chrysler Motors LLC	MD 0010	MD	Mid-Atlantic Business Center - DCSNA, 6085 Marshalee Drive, Sales Business Center - 2nd Floor, Elkridge, MD 21075	

Chrysler LLC	MI 0001	∑	Alternative Engine Technologies Group, 37200 Amrhein Road, Livonia, MI (Lot 7 of Currie Court Industrial Subdivision)	Leased
Chrysler Motors LLC	MI 0005	Ξ	Warran Office and Warehouse, 6565 East Eight Mile Rd., Buildings A, D, E & Administration, Warren, MI	Leased
Chrysler LLC	MI 0011	M	Auburn Hills Training Center, Building B, 2367 Walton Boulevard, Auburn Hills, MI	Leased
Chrysler LLC	MI 0030	M	Chrysler World Headquarters, 1000 Chrysler Drive, The Tower, Auburn Hills, Oakland MI 48326	Leased
Chrysler LLC	MI 0030	M	Chrysler (Construction Office Building), 555 Featherstone Road, COB, Auburn Hills, Oakland MI 48326	-eased
Chrysler LLC	MI 0030	Σ	Chrysler (Historic Museum), One Chrysler Drive, Historic Musuem, Auburn Hills, Oakland MI 48326	Leased

Chrysler LLC	MI 0030	≅	Chrysler Technology Center (CTC), 800 Chrysler Drive, CTC, Auburn Hills, Oakland MI 48326	
Chrysler LLC	MI 0051	M	USCAR, 1000 Town Center, Storage - Suite 375, Southfield, Leased	
	MI 0051	M	USCAR, 1000 Town Center, USCAR - Suite 300, Southfield, Leased	
Chrysler Motors LLC	MI 0055	Ξ	Chrysler Customer Call Center (warehouse), 3851 Hamlin Road, Warehouse, Rochester Hills, Oakland MI 48309	
	MI 0055	IM	Chrysler Customer Call Center (office), 3851 Hamlin Road, Warehouse, Rochester Hills, Oakland MI 48309	
Chrysler LLC	MI 0057	IM	Interior Craftsmanship Studios, 4400 Purks Road, Auburn Hills, Oakland MI 48326	
	MI 0057	≅	Purks Road S&M Support Services, 4400 Purks Road, Auburn Hills, Oakland MI 48326	

Chrysler LLC	MI 0059	MI	Detroit PDC, 23400 Bell Road, New Boston, MI	Leased
Chrysler LLC	MI 0065	MI	Quality Engineering Center, 2021 Executive Hills Blvd., Auburn Hills, MI	Leased
Chrysler LLC	MI 0092	MI	Michigan Liquidation Center, 5535 Gatewood Drive, Liquidation Center, Sterling Heights, Macomb MI 48078	Leased
Chrysler LLC	MI 0104	IΜ	City of Detroit Fire House, Fire Department Headquarters, 250 West Larned, First Floor, Detroit, MI	Leased
Chrysler LLC	MI 0106	IM	Freud Street (JNAP) Facility, 11831 Freud St., JIT Center, Detroit, MI	Leased
Chrysler LLC	MI 0107	MI	Hybrid Joint Venture, 1960 Technology Drive, Building A - 1st & 2nd Floor, Troy, Oakland, MI 48084	Leased
Chrysler LLC	MI 0107	Ξ	Hybrid Joint Venture, 1960 Technology Drive, Building B, C & D, Troy, Oakland, MI 48084	Leased

Chrysler LLC	MI 0108	M	Logistics Facility in Support of WTAP, 12350 E. Nine Mile Leased Rd., Warren, MI	pes
Chrysler LLC	MI 0094	Ξ	Export Consolidation Center, 20495 Pennsylvania Road, International Logistics, Riverview, Wayne, MI 48192	p
Chrysler Motors LLC	MI 0095	MI	ű	pes
Chrysler LLC	6600 IM	MI	Lapeer Road Marshalling Center, 4300 Lapeer Road, Orion, Leased	pes
Chrysler Motors LLC	MI 0101	M	Steering Lab - Engineering, 261 - 291 Collier Road, Unit D, Auburn Hills, Oakland, MI 48326	pes
Chrysler LLC	MI 0103	MI	Huber Street, 6500 Huber St., JIT Center, Detroit, MI	pes
Chrysler LLC	MI 0120	MI	Indoor Die Storage, 6401 E. Nevada Street, Detroit, MI 48234-2824	sed
Chrysler LLC	MI 0122	M	Ellias Parking Lot, 5.18 Acres off Jefferson Avenue, Trenton, Leased	sed
Chrysler LLC	MI 0123	MI	Foris Parking Lot, 1.59 Acres off Jefferson Avenue, Trenton, Leased	sed

Chrysler LLC	MI 0124	M	Detroit Axle Warehouse, 6490 & 6334 Lynch Road, Detroit, Lea	Leased
Chrysler Motors LLC	MN 0001	NM	Minneapolis PDC, 13005 State Highway 55, Plymouth, MN	Leased
Chrysler Transport, Inc.	MI 0109	Σ	French Road, Detroit City Airport, Detroit, MI	Leased
Chrysler LLC	MI 0112	Ξ	Mack Engine Warehouse, 601 Piquette, Detroit, MI	Leased
Chrysler LLC	MI 0113	Σ	Sterling Heights JIT Center in Support of SHAP, 7408 Metro Pkwv., Sterling Heights, MI	Leased
Chrysler LLC	MI 0114	Σ	V. Jefferson Ave., Detroit, MI	Leased
Chrysler LLC	MI 0117	M	5	Leased
Chrysler Motors LLC	OH 0001	НО	Cincinnati Training Center, 2828 E. Kemper Road, Cincinnati, OH	Leased
Chrysler Motors LLC	MN 0006	Z S	Minneapolis Training Center, West Glen Corporate Center, 16305 36th Avenue, Suite 600, Plymouth, MN	Leased

Chrysler LLC	MN 0007	N N	Minneapolis PDC Annex, 875 Berkshire Lane North, Plymouth, MN	Leased
Chrysler Motors LLC	MO 0001	MO	St. Louis PDC, 5790 Campus Dr., St. Louis, MO	Leased
Chrysler Motors LLC	MO 0008	MO	St. Louis Training Center, 3187 Riverport Tech Center Drive, Maryland Heights, St. Louis, MO	Leased
Chrysler LLC	MO 0010	MO	Ct., JIT Center, Fenton, MO	Leased
Chrysler Motors LLC	NC 0004	NC	Charlotte Training Center, 10420 Harris Oaks Boulevard, Suite H, Charlotte, NC	Leased
Chrysler LLC	OH 0019	НО	Toledo Marchining Warehouse, 5111 Telegraph Road, Toledo, OH 43612	Leased
Chrysler LLC	OR 0003	OR	Portland PDC, 10030 SW Allen Blvd., Beaverton, OR	Leased
Chrysler LLC	OR 0005	OR	Portland Training Center, 19701 SW 95th Place, Tualatin, OR	Leased
Chrysler Motors LLC	PA 0004	PA	Pittsburgh Training Center, 203/205 Overlook Drive, Sewickley, Alleghany PA 15143	Leased

Chrysler Motors LLC	OH 0004	НО	Cleveland PDC, 9777 Mopar Dr., Streetsboro, Portage, OH Leased	
Chrysler LLC	ОН 0012	НО	Toledo Logistics Center - Cross Dock, 1717 Matzinger Rd., Leased	
Chrysler LLC	OH 0015	НО	Toledo Sequencing Center, 1515 Matzinger Road, Toledo, OH	
Chrysler LLC	OH 0018	НО	Outdoor Die Storage, 5159 N. Detroit Avenue, Toledo, OH 43612	
Chrysler Motors LLC	TX 0013	XT	Houston Training Center, 533 Northpark Central Drive, Suite Leased	
Chrysler Motors LLC	TX 0014	X	Dallas Training Center, 8100 Jetstar Drive, Suite 175, Irving, Leased	
Chrysler Motors LLC	TX 0020	ΧT	Dallas Business Center - Sales, Greenhill Office Building, 14131 Midway Road, Suite 800, Addison, TX	
Chrysler Motors LLC	TX 0021	X	Dallas PDC Annex, 1020 Hayden Drive, Suite 100, Carrollton, TX	

Chrysler LLC	VA 0001	A\	Richmond Training Center, 1011 Technology Park Drive, Glen Allen, VA	
Chrysler Motors LLC	PA 0008	PA	Philadelphia Training Center, 425 Technology Drive, Suite Leased	
Chrysler Motors LLC	TN 0002	Z	Memphis PDC, 4175 Chrysler Drive (a/k/a 4175 E. Raines Leased	
Chrysler Motors LLC	TN 0005	Z	Memphis Training Center, 8370 Wolf Lake Blvd., Suite 101, Bartlett, TN	
Chrysler Motors LLC	1N 0006	Z	Memphis Core Reman, 4250 E. Shelby Drive, Memphis, TN Leased	
Chrysler Motors LLC	TX 0003	ΣĽ	Dallas PDC, 2205 East Beltline Rd., Carrollton, TX	
Chrysler Motors LLC	WI 0001	×	Milwaukee Training Center, 700 Walnut Ridge Drive, Hartland, WI	

## PRINCIPAL TRADE NAMES

OWNER	TRADEMARK	COUNTRY		Reg App No	Date	Class
Chrysler LLC	300	Canada	ď	TMA530848	8/8/2000	12
Chrysler LLC	300	Mexico	~	567459	12/17/1997	12
Chrysler LLC	400	Canada	α	TMA283138	9/9/1998	
CHRYSLER LLC	300 AND HEMI C DESIGN	CHINA	∢	5497169	7/24/2006	12
Chrysler LLC	300 HEMI C	Mexico	ď	611495	5/27/1999	12
Chrysler LLC	300C	Canada	~	TMA618163	7/22/2003	
CHRYSLER LLC	300C	NDIA	∢	1592990	8/21/2007	12
CHRYSLER LLC	300C	MALAYSIA	ď	6005054	3/30/2006	12
Chrysler LLC	300C	Mexico	ď	807748	8/13/2003	12
CHRYSLER LLC	300C AND DESIGN	AUSTRALIA	ď	902696	9/9/2003	12
CHRYSLER LLC	300C AND DESIGN	AUSTRIA	α	215584	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	BAHRAIN	ď	39737	9/27/2003	12
CHRYSLER LLC	300C AND DESIGN	BARBADOS	∢	TO FOLLOW	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	BENELUX	ď	735660	9/11/2003	12
CHRYSLER LLC	300C AND DESIGN	BOLIVIA	ď	96471C	9/9/2003	12
CHRYSLER LLC	300C AND DESIGN	BRAZIL	~	825780322	9/12/2003	12
CHRYSLER LLC	300C AND DESIGN	BULGARIA	ď	50911	9/10/2003	12
Chrysler LLC	300C AND DESIGN	Canada	~	TMA617785	8/26/2004	
CHRYSLER LLC	300C AND DESIGN	CHILE	ď	691577	9/12/2003	12
CHRYSLER LLC	300C AND DESIGN	CHINA	∢	5497195	7/24/2006	12
CHRYSLER LLC	300C AND DESIGN	CHINA (TAIWAN)	ď	1123368	9/12/2003	12
CHRYSLER LLC	300C AND DESIGN	COLOMBIA	٣	281033	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	COSTA RICA	٣	145634	9/9/2003	12
CHRYSLER LLC	300C AND DESIGN	CROATIA	٣	Z20031321	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	CYPRUS	∢	TO FOLLOW	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	CZECH REPUBLIC	ď	263337	9/9/2003	12
CHRYSLER LLC	300C AND DESIGN	DENMARK	ď	VR2003/03926	9/10/2003	12
CHRYSLER LLC	300C AND DESIGN	DOMINICAN REPUBLIC	٣	139559	9/25/2003	12
CHRYSLER LLC	300C AND DESIGN	ECUADOR	∢	137034	9/9/2003	12

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9/10/2003	9/10/2003	9/9/2003	9/23/2003	9/9/2003	9/17/2003	10/7/2003	9/4/2003	9/12/2003	9/13/2003	9/15/2003	9/9/2003	9/9/2003	9/19/2003	9/11/2003	9/21/2003	9/17/2003	9/9/2003	7/18/2004	9/9/2003	10/14/2003	9/10/2003	9/11/2003	9/15/2003	1/19/2001	5/25/1998		11/12/1993	11/25/1997	11/25/1997	1/19/2003		8/25/2003	8/26/2003
161956	50 BOOK 14	40177	230892	33244742	30347936	149126	142669	90328	300077887	181668	229059	166789	FI2003C001120	4751965	73679	18472	631626	65232	M53778	92266	49474	40258	807501	TMA539927	577443		TMA419522	564060	564061	TMA187885	1019311	3324753	5075541
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EGYPT	EL SALVADOR	ESTONIA	FINLAND	FRANCE	GERMANY	GREECE	GUATEMALA	HONDURAS	HONG KONG	HUNGARY	IRELAND	ISRAEL	ITALY	JAPAN	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KUWAIT	LATVIA	LEBANON	LITHUANIA	MALTA & GOZO	Mexico	Canada	Mexico	Canada	Canada	Mexico	Mexico	Canada	ITALY	EUROPEAN COMMUNITY	JAPAN
300C AND DESIGN	300M & DESIGN	300M & DESIGN	5 STAR AUTO REPAIR CENTERS	5 STAR AUTO REPAIR CENTERS AND	5300 MOPARIDEALER INTEGRATED I	5300 MOPARIDEALER INTEGRATED I	AMERICAN MOTORS	AMERICAN MOTORS	AMERICAN MOTORS AND FLAG DESIGN	AMERICAN MOTORS AND FLAG DESIGN																							
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																							

12	12	12		12	12	12	12	39	12	12	12	12	12	12	12	12	12	12	12	12	12		12	12	12	12	12	12	12	12	12	12	12	12
4/11/1980	4/11/1980	6/26/1980	4/24/1996	6/21/1980	4/14/1980	4/16/1980	6/12/1980	9/26/2001	10/28/2004	10/29/2004	11/25/2004	6/14/2005	6/27/1968	5/16/2005	6/16/2005	6/14/2005	6/13/2005	7/15/2005	6/14/2005	6/17/2005	6/14/2005	4/5/1996	6/17/2005	6/16/2005	6/15/2005	6/13/2005	6/14/2005	6/24/1968	6/17/2005	6/20/2005	6/15/2005	6/14/2005	6/14/2005	12/22/2004
94791	365341	A57209	TMA258211	57623	1636863	1013760	393/1980	402466	1235424	685390	969098	2121243	220173	1055958	2006/0439	TO FOLLOW	20051627	3234.05	102374-C	827459173	59349	TMA456386	4726249	1198227	308263	158498	Z20050853	VR 1968 03346	149439	158664	176346	174BOOK55	43157	4212734
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AUSTRIA	BENELUX	BOLIVIA	Canada	EGYPT	FRANCE	GERMANY	ICELAND	Mexico	Canada	Mexico	Mexico	ARGENTINA	AUSTRALIA	AUSTRALIA	AZERBAIJAN	BARBADOS	BELARUS	BELIZE	BOLIVIA	BRAZIL	BULGARIA	Canada	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	ESTONIA	EUROPEAN COMMUNITY
ARIES	ARRENDADORA CHRYSLER	ASPEN	ASPEN	ASPEN	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER	AVENGER																			
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC								

12	12	12	12	12, 25, 37	12	12	12	12	12	12	12	12	12	12	12	12	12	12	37	12	37	12	12	12	12	12	12	12	12	9, 12, 13, 20	12		12
3/7/1988	12/22/2004	12/23/2004	7/13/1968	8/20/1996	7/1/2005	6/14/2005	6/16/2005	6/24/2005	6/24/1968	6/12/2005	6/22/1988	6/14/2005	6/13/2005	7/15/2005	6/13/2005	3/30/2006	3/31/1998	9/14/2007	9/14/2007	9/14/2007	9/14/2007	2/15/1990	2/15/1990	2/23/1990	2/15/1990	2/16/1990	2/16/1990	2/20/1990	3/5/1990	2/16/1990	3/29/2000	8002/82/2	5/6/2005
1453228	43331400	30472862	856132	39636370	139993	95868	187596	1366551	73593	181251	818880	4955761	23181	A57651	687701	6005055	574646	6276032	6276033	6276034	6276035	472269	VR 1991 02509	115929	1575614	1183211	97681	B142550	893681	2591333	648227	TMA719541	13559
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FRANCE	FRANCE	GERMANY	GERMANY	GERMANY	GUATEMALA	HONDURAS	HUNGARY	INDIA	IRELAND	ISRAEL	ITALY	JAPAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	MALAYSIA	Mexico	CHINA	CHINA	CHINA	CHINA	BENELUX	DENMARK	FINLAND	FRANCE	GERMANY	GREECE	IRELAND	ITALY	NAPAU	Mexico	Canada	ANGOLA
AVENGER	AVENGER	AVENGER	AVENGER IN CHINESE CHARACTERS I	AVENGER IN CHINESE CHARACTERS I	AVENGER IN CHINESE CHARACTERS II	AVENGER IN CHINESE CHARACTERS II	BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)		BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)	BARS DESIGN (GRILLE)	BIG RED TRUCK	BUSINESSLINK & Ram's Head Desi	CALIBER															
CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC															

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12, 28, 37	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
4/19/2005	4/21/2005	5/15/2005	6/8/2006	4/15/2005	4/20/2005	4/25/2005	4/18/2005	1/23/2007	4/18/2005	4/15/2005	4/19/2005	4/18/2005	4/22/2005	4/19/2005	4/22/2005	4/25/2005	8/7/2006	12/22/2004	4/21/2005	4/26/2005	4/26/2005	4/19/2005	4/25/2005	4/17/2005	4/15/2005	4/28/2005	4/15/2005	5/13/2005	11/22/2006	4/24/2005	6/4/2005	4/20/2005	4/18/2005	3/28/2005
2110512	1052197	44376	TO FOLLOW	103844-C	827322542	36997	58406	TMA680175	743061	4605955	1186291	307233	156168	Z20050477	148490	1445-06	86BOOK78	4213468	139029	96536	300409734	1351691	D002005001938	179951	34022/2005	83822	22894	57369	721869	70133	102477	5006074	43410	873430
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ARGENTINA	AUSTRALIA	BAHRAIN	BARBADOS	BOLIVIA	BRAZIL	BRUNEI	BULGARIA	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	DOMINICAN REPUBLIC	ECUADOR	EL SALVADOR	EUROPEAN COMMUNITY	GUATEMALA	HONDURAS	HONG KONG	INDIA	INDONESIA	ISRAEL	JAPAN	JORDAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	KUWAIT	LEBANON	MALAYSIA	MALTA & GOZO	Mexico
CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER	CALIBER											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC											

CALIBER IN CHINESE CHARACTERS
CALIBER IN CHINESE CHARACTERS
CALIBER IN CHINESE CHARACTERS II
CALIBER IN CHINESE CHARACTERS II
CAMP JEEP
CARAVAN

12	12	12	37	37	12	12	37	12	12	37	12	37			12	12	12	12	12		12	12	12	12	12	12	12	12	12	12	12		12	12
4/16/1998	5/6/1987	9/14/2007	9/13/2007	9/14/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	9/14/2007	9/14/2007	6/24/2008	3/23/2007	3/22/2007	3/8/2007		3/5/2007	10/30/2008	1/29/2003	3/9/2007	3/13/2007	3/6/2007	4/22/2005	4/22/2005	3/26/2007	3/16/2007	3/18/2007	3/26/2007	3/5/2007	7/21/2007	9/30/1994	3/22/2007	6/7/2000
28475	159959	6276293	6274176	6276294	6274159	6274159	6274174	6274157	6274157	6274176	6276290	6276029	1400776	TMA684474	54639	81/22818	56818	TO FOLLOW	TMA727526	TMA336460	172021	161319	110BOOK96	4400727	53355000	154385	103263	91129	38453	2007-11620	112045	TMA434118	198539	1867913
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MALTA & GOZO	KOREA (SOUTH)	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	Canada	Canada	BAHRAIN	BARBADOS	BENELUX	BOLIVIA	Canada	Canada	COSTA RICA	DOMINICAN REPUBLIC	EL SALVADOR	EUROPEAN COMMUNITY	FRANCE	GUATEMALA	HONDURAS	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	LEBANON	Canada	EGYPT	ARGENTINA
CARAVAN	CARAVAN & KOREAN CHARACTERS	CARAVAN IN CHINESE CHARACTERS I	CARAVAN IN CHINESE CHARACTERS I	CARAVAN IN CHINESE CHARACTERS I	CARAVAN IN CHINESE CHARACTERS II	CARAVAN IN CHINESE CHARACTERS II	CARAVAN IN CHINESE CHARACTERS II	CARAVAN IN CHINESE CHARACTERS III	CARAVAN IN CHINESE CHARACTERS III	CARAVAN IN CHINESE CHARACTERS III	CARAVAN IN CHINESE CHARACTERS IV	CARAVAN IN CHINESE CHARACTERS IV	CARAVAN KIDS	CERTIFIED PRE-OWNED VEHICLES &	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER	CHALLENGER AQUA RT	CHALLENGER CHRYSLER LLC AND DESIGN	CHARGER							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12			12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	42	42	12	12	12	12	12	12	7, 9, 11, 12
6/2/2000	4/21/2003	12/3/2004	6/6/2000	2/16/1994	6/15/2005	5/25/2005	6/12/2000	10/13/2000	10/9/2007	11/25/2004	12/8/2004	11/30/2004	4/21/2003	9/19/2005	6/2/2000	6/21/2000	6/3/2000	12/2/2004	11/25/2004	6/9/2000	6/5/2000	4/30/2003	10/21/2003	6/2/2003	9/19/2001	7/30/2001	4/24/1997	6/21/2008	12/4/1997	4/28/1999		1/19/1990		3/16/1988
837733	33109	NONE	822312859	TMA231859	TMA642002	742791	1645890	970825	07-105395	159854	146793	151448	158858	116BOOK55	1687102	3036025	30042417	136417	95468	1030463	4544764	72086	51679	94130	715512	708331	546456	81812	8674	7586	1678980	1929916	356288	122635
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AUSTRALIA	BAHRAIN	BARBADOS	BRAZIL	Canada	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	EUROPEAN COMMUNITY	FRANCE	GERMANY	GUATEMALA	HONDURAS	ITALY	JAPAN	JORDAN	KUWAIT	LEBANON	Mexico	Mexico	Mexico	ALGERIA	ANDORRA	ANGOLA	ARGENTINA	ARGENTINA	AUSTRALIA	AUSTRIA
CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGER	CHARGERS CLUB	CHARGERS CLUB (MEXICO) DESIGN	CHEROKEE														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC								

7	6	-	12	37	12	12	7, 9, 11, 12	12	12	12	7	7	12	12	12	12	12	7	<b>o</b>	-	12	12	82	12	12	12	12	12	12	7, 9, 11, 12	25	12	12	12
9/16/1992	9/16/1992	9/16/1992	9/16/1992	9/16/1992	2/9/1998	4/21/1998	3/16/1988	9/17/1999			6/28/1990	3/8/1990	10/14/1996	2/20/1998	4/21/1998		11/29/1988	11/17/1998	11/17/1998	11/17/1998	9/20/1996		7/24/1991	9/6/1988	5/8/1998	4/18/1988	3/11/1998	3/9/1998	2/10/1998	3/16/1988	11/19/1998	9/28/1988	6/3/1996	2/24/1998
15461	15462	15463	15464	1068	54297	81/12986	446319	BT/T/1999/01724	58619	SA6184	815558546	815388667	22934	34362	10515	1449026	538721	1412297	1423406	1400576	1102924	266327	589346	139861	86/0659	69529	127456	49866	218429	VR1992/00141	102338	3790	101514	70BOOK132
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BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BANGLADESH	BARBADOS	BENELUX	BHUTAN	BOLIVIA	BOTSWANA	BRAZIL	BRAZIL	BRUNEI	BULGARIA	CAMBODIA	CAYMAN ISLANDS	CHILE	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA (TAIWAN)	COLOMBIA	CONGO	COSTA RICA	CUBA	CYPRUS	CZECH REPUBLIC	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR
CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE								
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC								

CHRYSLER LLC	CHEROKEE IN CHINESE CHARACTERS II	CHINA	α	1423405	11/17/1998	6
CHRYSLER LLC	CHEROKEE IN CHINESE CHARACTERS II	CHINA	ď	1403494	11/17/1998	<del>-</del>
CHRYSLER LLC	CHEROKEE IN CHINESE CHARACTERS II	CHINA	ď	1409379	10/26/1998	12
Chrysler Canada Inc.	CHRYCO	Canada	ď	UCA13311	3/29/1999	
CHRYSLER LLC	CHRYSLER	ALBANIA	ď	5663	3/4/1993	12
CHRYSLER LLC	CHRYSLER	ANDORRA	ď	4951	3/13/1997	12, 37
CHRYSLER LLC	CHRYSLER	ANGOLA	4	8060	2/2/2000	12
CHRYSLER LLC	CHRYSLER	ANGOLA	4	8029	2/2/2000	37
CHRYSLER LLC	CHRYSLER	ARGENTINA	ď	1969824	7/6/1982	2
CHRYSLER LLC	CHRYSLER	ARGENTINA	ď	1981559	7/6/1982	7
CHRYSLER LLC	CHRYSLER	ARGENTINA	ď	1652442		12
CHRYSLER LLC	CHRYSLER	ARMENIA	ď	11364	8/18/2006	12, 37
CHRYSLER LLC	CHRYSLER	AUSTRALIA	ď	348195	7/8/1980	7
CHRYSLER LLC	CHRYSLER	AUSTRALIA	ď	102712	5/31/1950	12
CHRYSLER LLC	CHRYSLER	AUSTRALIA	ď	348196	7/8/1980	12
CHRYSLER LLC	CHRYSLER	AUSTRALIA	ď	672931	9/19/1995	16
CHRYSLER LLC	CHRYSLER	AUSTRALIA	ď	333931		37
CHRYSLER LLC	CHRYSLER	AUSTRIA	ď	15714	9/4/1947	12
CHRYSLER LLC	CHRYSLER	AUSTRIA	ď	117468	1/19/1987	7, 9, 11, 37
CHRYSLER LLC	CHRYSLER	AZERBAIJAN	ď	982076	11/14/1996	12
CHRYSLER LLC	CHRYSLER	AZERBAIJAN	4	20061111	8/15/2006	37
CHRYSLER LLC	CHRYSLER	BAHAMAS	ď	19068	11/26/1996	22
CHRYSLER LLC	CHRYSLER	BAHRAIN	ď	15457	9/16/1992	7
CHRYSLER LLC	CHRYSLER	BAHRAIN	ď	15458	9/16/1992	6
CHRYSLER LLC	CHRYSLER	BAHRAIN	ď	15459	9/16/1992	11
CHRYSLER LLC	CHRYSLER	BAHRAIN	ď	15460	9/16/1992	12
CHRYSLER LLC	CHRYSLER	BAHRAIN	ď	1067	9/16/1992	37
CHRYSLER LLC	CHRYSLER	BANGLADESH	ď	8931		12
CHRYSLER LLC	CHRYSLER	BARBADOS	ď	81/11554	11/18/1996	12
CHRYSLER LLC	CHRYSLER	BARBADOS	ď	81/11555	11/18/1996	37
CHRYSLER LLC	CHRYSLER	BELARUS	ď	4112	8/25/1993	7, 9, 11, 12, 37
CHRYSLER LLC	CHRYSLER	BELIZE	ď	8388		12
CHRYSLER LLC	CHRYSLER	BENELUX	ď	424582	1/19/1987	37

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8/26/1971	1/3/1995	11/5/1996	11/5/1996	9/17/1999		11/1/1996		2/4/2003	10/14/1996	8/8/2000		1/29/2003	9/1/2002				6/18/1992	6/24/1992	3/13/2007	6/24/1992	1/27/1984	3/9/2007	3/13/2007	3/9/2007	4/28/2008	10/20/1994		6/24/1986	2/6/1990	10/22/2004	12/20/1977	12/20/1977
56969	565216	28260	28261	BT/T/1999/1723	68281-A	BAZ96992	6495036	825212235	22933	33316	940	19393/04	TMDA56220	459513	1299217	498161	649511	646519	5940854	647580	215445	5936119	5940853	5936117	6689221	855947	M53483	348095	499198	93048748	97046	95811
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BENELUX	BENELUX	BERMUDA	BERMUDA	BHUTAN	BOLIVIA	BOSNIA & HERZEGOVINA	BRAZIL	BRAZIL	BRUNEI	BRUNEI	BULGARIA	CAMBODIA	Canada	CAYMAN ISLANDS	CAYMAN ISLANDS	CHILE	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	COLOMBIA	COLOMBIA									
CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler Canada Inc.	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

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					5/28/1986	5/28/1986				12/20/1977	12/19/1977	12/19/1977							12/23/1977	11/27/1996	11/27/1996		1/19/1987	11/15/1996				8/18/1993	6/3/2005	2/6/2007	4/2/1996	
95247	95262	95249	95349	95248	124963	124965	53730	95250	95263	95812	98286	95814	95345	95346	34617/34370	34614/34371	34615/34369	33752/32772	111715	46668	46669	156287	VR1993/06080	100387	099	36848	8652	16872	4871	5693999	188300	49301
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COLOMBIA	COSTA RICA	COSTA RICA	COSTA RICA	COSTA RICA	CUBA	CYPRUS	CYPRUS	CZECH REPUBLIC	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	ESTONIA	ETHIOPIA	EUROPEAN COMMUNITY	EUROPEAN COMMUNITY	FINLAND														
CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER																						
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																						

7, 9, 11, 37	1, 2, 3, 4, 5, 6, 7, 8, 9, 10,	21, 28	35, 36, 37, 38, 39, 40, 41	7, 9, 11, 12, 37	37	21, 28	7, 9, 11, 12	37	1, 2, 3, 4, 6, 7, 8, 9, 11, 12	35, 36, 37	12	12	37	12	37	17	22	37	12	12	7, 9, 11, 35, 37, 39	12	42	35, 36, 37	7	12	12	1, 2, 3, 4, 6, 7, 8, 9, 11, 16
1/19/1987		1/3/1995		9/20/1993	1/23/1987	1/7/1995	10/13/1961	1/18/2005		1/12/1993		11/26/1996	11/14/1996					11/9/1996		5/28/1965	7/18/1978		6/14/2004	9/19/2003			2/22/1966	
103091	1619386	95551985	1312972	7021	1114979	39500561	764370	A35393	52888	112273	17367	58/155	57/155	15077	368	529/1967	266/1949	199811788	117468	386/1965	371/1978	111809	1289952	1238380	418080	418077	27870	40917
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FINLAND	FRANCE	FRANCE	FRANCE	GEORGIA REPUBLIC	GERMANY	GERMANY	GERMANY	GHANA	GREECE	GREECE	GUATEMALA	HAITI	HAITI	HONDURAS	HONDURAS	HONG KONG	HONG KONG	HONG KONG	HUNGARY	ICELAND	ICELAND	INDIA	INDIA	INDIA	INDONESIA	INDONESIA	IRAN	IRAN
CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

7	6	1-	12	7	12	12	21, 28	7, 9, 11, 37	12	12	25	36	37	22	37	7, 9, 11, 12, 37	12, 37	12	12	37	112	12	7	O	1-	12	12	7, 9, 11, 12, 37	12	12	37
1/20/1987	1/20/1987	1/20/1987		2/5/1968			1/18/1995	1/23/1987	3/15/1979	6/28/1996	2/22/2007	9/25/1992	9/25/1992		12/6/1999	8/24/1993	12/28/2007	1/29/2000		11/9/1978	11/29/1995	10/15/2008	10/17/1992	10/17/1992	10/17/1992	10/17/1992	1/25/2008	8/9/1993	12/6/1996	3/15/2007	3/15/2007
135047	135048	135049	30756	26920	25644	775309	735755	797416	19307	4090770	5133519	3118350	3069375	109	62668	3231	36344	19629	19629	2293	41252	3405/R	24107	24004	24108	24005	17279	M33971	70948	10258	10259
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IRELAND	IRELAND	IRELAND	IRELAND	ISRAEL	ISRAEL	ITALY	ITALY	ITALY	JAMAICA	JAPAN	JAPAN	JAPAN	JAPAN	JORDAN	JORDAN	KAZAKHSTAN	KOREA (NORTH) (DPR KOREA)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOSOVO	KUWAIT	KUWAIT	KUWAIT	KUWAIT	LAOS	LATVIA	LEBANON	LIBYA	LIBYA
CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																

7, 9, 11, 12, 37	7	6	1-	12	37	7	12	36	37	12	37	25	9	7	58	37	42	37	37	37	37		12	12	12	36		12	1, 2, 3, 4, 6, 7, 8, 9, 11, 12
8/20/1993	12/28/1987	12/29/1987	12/31/1987	12/23/1987	12/23/1987			12/31/1997	12/31/1997	10/31/1996	1/15/2001	11/24/2005	10/13/2001	10/13/2001	3/26/1992	7/23/1996	7/23/1996	10/22/1996	10/22/1996	10/22/1996	3/26/1997	7/24/1996	7/2/2004	8/28/1996	7/24/2006	4/26/2006	7/4/1927	10/8/2003	
22947	4100-M	5228-M	6150-M	3789-M	3800-M	M/066082	M/002097	97022270	97022213	26369	32971	910288	107924	107069	408965	526982	526983	93613	93615	93614	102452	818758	4149561	529682	5497194	931472	NFLD1502	448481	40916
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LITHUANIA	MACAO	MACAO	MACAO	MACAO	MACAO	MALAYA	MALAYA	MALAYSIA	MALAYSIA	MALTA & GOZO	MALTA & GOZO	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	Canada	CHINA	Mexico	CHINA	Mexico	Canada	Mexico	IRAN
CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER & LOGO HORIZONTAL SIGNAGE (COLOR)	CHRYSLER & LOGO VERTICAL SIGNAGE (CHINESE) I	CHRYSLER & LOGO VERTICAL SIGNAGE (CHINESE) (COLOR)	CHRYSLER & LOGO VERTICAL SIGNAGE (CHINESE) I (COLOR)	CHRYSLER 300	CHRYSLER 300	CHRYSLER 300	CHRYSLER 300C	CHRYSLER ALTERNATIVE	CHRYSLER and (band within shie	CHRYSLER AND DESIGN	CHRYSLER AND STAR FORMED BY TRIANGLES I
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler Canada Inc.	Chrysler LLC	CHRYSLER LLC

12, 37	12	12	12	12	12	12	12	12	12	12	12	12	12	9, 12	12	12	12	36	o	7	12	9, 12, 20	12	37	42	36, 39	12	12	12	12	36, 39	36	12
10/14/2003	3/3/1987	3/4/1987	6/8/2000	3/6/1987	3/9/1987	3/5/1987	3/6/1987	10/24/1991	3/12/1998	3/5/1987	10/10/2001	3/19/1987	6/15/1992	2/24/1996	12/28/1987	7/26/1996	4/20/2001	1/29/1998	2/28/2003	6/16/1998	11/15/1989	11/15/1989	7/28/1998	7/31/1998	8/25/1998	8/16/2000	9/13/2007	9/11/2007		2/19/2009	12/1/1997	3/29/2006	7/29/2005
33251127	117476	430126	822317206	VR 1989 01709	106182	1397184	1113695	13551A	200113642	135050	152509	797579	1018945	405148	4119-M	527084	694989	568959	781712	820717843	1164033	2710087	582096	583673	585270	VR2001 03062	1198620	6270731		1085629	624674	926903	893990
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FRANCE	AUSTRIA	BENELUX	BRAZIL	DENMARK	FINLAND	FRANCE	GERMANY	GUYANA	HONG KONG	IRELAND	ISRAEL	ITALY	ITALY	KOREA (SOUTH)	MACAO	Mexico	Mexico	Mexico	Mexico	BRAZIL	GERMANY	JAPAN	Mexico	Mexico	Mexico	DENMARK	AUSTRALIA	EUROPEAN COMMUNITY	KOREA (SOUTH)	Mexico	BENELUX	Mexico	Mexico
CHRYSLER AND WING LOGO JEEP (STYLIZED) OCCASIONS CERTIFIED	CHRYSLER CARAVAN	CHRYSLER CIRRUS	CHRYSLER CONCORDE	CHRYSLER CREDIT	CHRYSLER CROSSFIRE	CHRYSLER DAKOTA	CHRYSLER DAYTONA	CHRYSLER DAYTONA	CHRYSLER DODGE & DESIGN	CHRYSLER DODGE & DESIGN	CHRYSLER DODGE & DESIGN	CHRYSLER EASYLEASING	CHRYSLER ENVI	CHRYSLER ENVI	CHRYSLER ENVI	CHRYSLER ENVI	CHRYSLER FINANCIAL BANK	CHRYSLER FINANCIAL PLUS	CHRYSLER FIREPOWER														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC

Chrysler LLC	CHRYSLER FIVE STAR PRODUCT TRAINING	Mexico	<b>x</b>	561022	10/20/1997	41
Chrysler LLC	CHRYSLER FIVE STAR SERVICE	Canada	∢	737948	9/29/1993	
CHRYSLER LLC	CHRYSLER GRAND CARAVAN	DENMARK	~	VR2000/04842	5/23/2000	12
CHRYSLER LLC	CHRYSLER GRAND CARAVAN	FINLAND	ď	224014	2/8/2001	12
CHRYSLER LLC	CHRYSLER GRAND VOYAGER	AUSTRIA	~	168233	11/4/1996	7, 12
CHRYSLER LLC	CHRYSLER GRAND VOYAGER	DENMARK	ď	VR1996/06591	10/29/1996	12
CHRYSLER LLC	CHRYSLER GRAND VOYAGER	FINLAND	ď	221370	11/15/1996	12
CHRYSLER LLC	CHRYSLER GRAND VOYAGER	GERMANY	ď	39647614	11/6/1996	12
CHRYSLER LLC	CHRYSLER GRAND VOYAGER	ITALY	ď	775569	10/31/1996	12
CHRYSLER LLC	CHRYSLER HEMI	HONG KONG	ď	300642212	5/19/2006	12
CHRYSLER LLC	CHRYSLER HORIZONTAL SIGNAGE	CHINA (TAIWAN)	~	93566	10/22/1996	37
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA	ď	649513	6/24/1992	7
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA	ď	646534	6/24/1992	6
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA	~	645433	6/24/1993	11
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA	ď	647627	6/18/1992	12
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA (TAIWAN)	~	48084	9/22/1989	9
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA (TAIWAN)	ď	919964	6/1/1999	16
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA (TAIWAN)	~	482275	9/22/1989	82
CHRYSLER LLC	CHRYSLER IN CHINESE	CHINA (TAIWAN)	∢	93048749	10/22/2004	7, 9, 11
CHRYSLER LLC	CHRYSLER IN KATAKANA	JAPAN	ď	3118351	9/25/1992	36
CHRYSLER LLC	CHRYSLER IN KATAKANA	JAPAN	~	3069376	9/25/1992	37
CHRYSLER LLC	CHRYSLER IN KOREAN	KOREA (SOUTH)	ď	405319	3/6/1997	7, 12
CHRYSLER LLC	CHRYSLER IN MANDARIN CHARACTERS	CHINA	ď	215444	1/27/1984	12
CHRYSLER LLC	CHRYSLER INSPIRATION COMES STANDARD AND WING BADGE LOGO (COL	CHINA	∢	5655136	10/12/2006	12
Chrysler LLC	CHRYSLER JX	Mexico	~	739360	3/26/2002	12
Chrysler LLC	CHRYSLER JXI	Mexico	A	395356	10/15/1999	12
Chrysler LLC	CHRYSLER JXI	Mexico	~	739361	3/26/2002	12
Chrysler LLC	CHRYSLER LEBARON	Mexico	ď	694990	4/20/2001	12
CHRYSLER LLC	CHRYSLER LHS	CYPRUS	~	49872	3/9/1998	12
CHRYSLER LLC	CHRYSLER MONACO	AUSTRALIA	~	602016	5/10/1993	12
CHRYSLER LLC		AUSTRIA	ď	134098	7/2/1990	12
CHRYSLER LLC	CHRYSLER MONACO	GERMANY	ď	1184398	12/16/1989	12
CHRYSLER LLC	CHRYSLER MONACO	IRELAND	ď	136294	12/19/1989	12
CHRYSLER LLC	CHRYSLER MONACO	KOREA (SOUTH)	ď	224104	1/6/1990	12

6	12	12	12	12	12	12	12	12	12	12	12	12, 28, 37	12	12	12	12	12	12	12	12	12	12	12	7	12	12	12	12	12	12	12	12	12	12
1/29/2008	4/22/1992	4/14/1992	2/5/1992	3/28/2006	5/29/2002	5/31/2002	5/29/2002	7/7/2003	5/31/2002	3/27/2003	5/29/2002	7/11/2003	5/29/2002	5/31/2002	5/31/2002	6/4/2002	6/3/2002	5/31/2002	6/3/2002	5/23/2002	8/14/1998	8/17/1998	8/25/1998	9/28/1998	9/28/1998	10/7/1998	8/14/1998	8/31/1998	8/17/1998	8/14/1998	8/25/1998	8/7/1998	8/7/1998	8/28/1998
2008-4353	129347	2040511	107598	2162059	914630	205664	707012	684099	1050749	3025470	VR2002/02159	3255882	228117	02 3166955	30226779	147807	177087	FI2002C000594	4705645	559853	1761585	178995	24332	200060457	820939323	25484	568327	1385317	890952	217525	51064	226530	VR 1998 04289	16
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KOREA (SOUTH)	FINLAND	GERMANY	GREECE	ARGENTINA	AUSTRALIA	AUSTRIA	BENELUX	CHILE	CHINA (TAIWAN)	COLOMBIA	DENMARK	EUROPEAN COMMUNITY	FINLAND	FRANCE	GERMANY	GREECE	HUNGARY	ITALY	JAPAN	KOREA (SOUTH)	ARGENTINA	AUSTRIA	BAHRAIN	BRAZIL	BRAZIL	BRUNEI	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	CYPRUS	CZECH REPUBLIC	DENMARK	EL SALVADOR
CHRYSLER MYGIG	CHRYSLER NEW YORKER		CHRYSLER NEW YORKER	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PACIFICA	CHRYSLER PT CRUISER																					
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	7, 9, 12	12	12	12	12	12	12	12	12	12	12	7, 12	12	6	7, 9, 11, 12	12	12	12	12	22	22	12	12	12	12	12	12	12	22	12	12	12	12
8/14/1998	8/10/1998	8/19/1998	12/16/1998	9/16/1998	9/4/1998	8/20/1998	8/14/1998	8/14/1998	8/10/1998	8/20/1998	8/14/1998	8/10/1998	8/10/1998	9/23/1998	8/16/2002	1/1/1986		10/5/2025						11/2/1945	3/2/1994	9/22/1995	2/28/1994	2/25/1994	2/22/1994	3/22/1994	5/30/1994	8/11/1994	2/23/1994	2/28/1994
31689	214297	98746781	139125	107156	73695	200207202	161067	846291	4468978	50578	463369	M44374	38557	98010963	759376	13934	66801-A	REN/RDC/3053/97	5513	2492/53/11	1994A	1410	00073/2003	VR1945/00844	47463	491/95	2068222	623590	153237	16407	17572	81/9393	549817	50831-A
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ESTONIA	FINLAND	FRANCE	GREECE	GUATEMALA	HONDURAS	HONG KONG	HUNGARY	ITALY	JAPAN	JORDAN	KOREA (SOUTH)	LATVIA	LITHUANIA	MALAYSIA	Mexico	ARUBA	BOLIVIA	CONGO	DOMINICAN REPUBLIC	GUATEMALA	GUYANA	KENYA	LIBERIA	DENMARK	ALGERIA	ANGOLA	ARGENTINA	AUSTRALIA	AUSTRIA	BAHAMAS	BAHRAIN	BARBADOS	BENELUX	BOLIVIA
CHRYSLER PT CRUISER		CHRYSLER RIBBON DESIGN I	CHRYSLER RIBBON DESIGN II	CHRYSLER RIBBON DESIGN III																														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC															

7	12		12	12	82	12	12	12	12	12	12	12	12	12	12	7, 9, 11, 12, 36, 37	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
3/6/1994	2/24/1994	9/29/1993	3/1/1994	3/28/1994	3/11/1982	2/25/1994	4/13/1994	3/16/1994	9/22/1994	2/23/1994	2/18/1994	3/4/1994	2/28/1994	3/17/1994	3/1/1994	4/2/1996	2/22/1994	2/21/1994	2/22/1994	3/16/1994	3/21/1994	2/28/1994	3/9/1994	3/4/1994	2/24/1994	3/1/1994	2/21/1994	2/23/1994	2/24/1994	2/28/1994	9/28/1994	2/23/1994	2/24/1997
817736980	25032	737958	749364	808462	659206	161168	88941	Z940664	40985	205992	VR199403792	6023	90170	171BOOK46	18677	188292	135616	94507389	2088598	118205	79234	62163	00346/96	143915	689/1994	620629	161214	91373	703986	3279663	36147	325936	46022
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BRAZIL	BULGARIA	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	CYPRUS	CZECH REPUBLIC	DENMARK	ECUADOR	EGYPT	EL SALVADOR	ESTONIA	EUROPEAN COMMUNITY	FINLAND	FRANCE	GERMANY	GREECE	GUATEMALA	HONDURAS	HONG KONG	HUNGARY	ICELAND	INDIA	IRELAND	ISRAEL	ITALY	JAPAN	JORDAN	KOREA (SOUTH)	KUWAIT
CHRYSLER RIBBON DESIGN III																																	
CHRYSLER LLC																																	

12	12	12	12	12	12	12	37	12	12	12	12	12	12	25	12	12	12	12	37	12	12	12	37	12	12	37	40	12	12	12	12	12
4/11/1994	4/27/1999	3/16/1994	3/3/1994	2/25/1997	7/17/1992	5/11/1989	5/26/1989	1/27/2000	1/14/2000	1/18/2000	1/17/2000	1/18/2000	1/18/2000	1/28/2000	1/14/2000	6/26/1997	10/15/1997	10/15/1997	2/27/1998	5/16/1997	5/16/1997	10/9/2007	10/9/2007	6/26/1997	6/26/1997	3/30/1998	10/15/1997	10/15/1997	6/26/1997	6/26/1997	6/26/1997	6/26/1997
63023	11033	24891	94001625	542135	2044423	1164943	197193	2001 0019	16466	994759	232608	124485	Z20000070	112021	4917/00	551972	560872	560876	571204	548462	548461	6313409	6313410	551977	551973	573550	560874	560875	551975	551978	551974	551971
٣	<b>~</b>	<u>~</u>	<u>د</u>	2	<b>~</b>	2	<b>~</b>	<u>~</u>	α	ď	۲	<u>د</u>	<u>د</u>	~	<b>~</b>	<u>د</u>	~	<b>~</b>	<u>د</u>	~	2	∢	Α	ď	2	<b>~</b>	ď	~	ď	œ	A	α
LEBANON	LIECHTENSTEIN	LITHUANIA	MALAYSIA	Mexico	GERMANY	GERMANY	KOREA (SOUTH)	AZERBAIJAN	BELARUS	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	DOMINICAN REPUBLIC	ECUADOR	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	CHINA	CHINA	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico
CHRYSLER RIBBON DESIGN III	CHRYSLER RT	CHRYSLER RT/10	CHRYSLER SARATOGA	CHRYSLER SARATOGA	CHRYSLER SEBRING	CHRYSLER SEBRING	CHRYSLER SEBRING	CHRYSLER SEBRING AND DESIGN	CHRYSLER SEBRING AND DESIGN	CHRYSLER SEBRING AND DESIGN	CHRYSLER SEBRING CONVERTIBLE	CHRYSLER SEBRING COUPE	CHRYSLER SEBRING IN CHINESE CHARACTERS	CHRYSLER SEBRING IN CHINESE CHARACTERS	CHRYSLER SEBRING JX	CHRYSLER SEBRING JXi	CHRYSLER SEBRING JXI AND DESIGN	CHRYSLER SEBRING JXI AND DESIGN	CHRYSLER SEBRING JXI AND DESIGN	CHRYSLER SEBRING JXI CONVERTIBLE	CHRYSLER SEBRING LXI	CHRYSLER SEBRING LXI COUPE	CHRYSLER SEBRING R/T									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

12	12	28	12, 28	12	12	12	12	82	12	12	12	12	12	12	12	12	12	12	12	12	37	12, 37	12, 37	23	1, 2, 3	1, 5, 9, 10, 12	3, 6, 8, 20	7, 9, 12	9, 16, 20	12	12	12
6/26/1997	1/8/2001	8/4/1993	9/10/1994	6/8/1996	7/22/1987	7/20/1987	12/1/1993	3/21/1994	7/23/1987	7/22/1987	7/22/1987	7/24/1987	12/31/1992	7/22/1987	7/24/1987	12/28/1987	5/20/2003	5/21/2003	9/30/1996	11/29/2004	11/29/2004	10/7/2004	6/6/2001		2/5/1979	4/5/1971		4/5/1971	6/22/1990	7/31/1998	1/7/2004	1/5/2004
551976	195790	728748	2901220	772034	118565	434477	768292	681013	VR 1989 03882	106208	1419435	1120619	8829/95	135051	798061	4124-M	3560623	300021842	533161	4386573	4386572	1176672	2245512	1434554	1624700	1983442	1045726	1832010	2497993	583366	11914	2068174
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Mexico	AUSTRIA	CHINA	GERMANY	CHINA (TAIWAN)	AUSTRIA	BENELUX	CHINA	CHINA (TAIWAN)	DENMARK	FINLAND	FRANCE	GERMANY	HONG KONG	IRELAND	ITALY	MACAO	CHINA	HONG KONG	Mexico	CHINA	CHINA	CHINA (TAIWAN)	EUROPEAN COMMUNITY	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	Mexico	ANGOLA	ARGENTINA
CHRYSLER SEBRING RT	CHRYSLER TOWN & COUNTRY	CHRYSLER TOWN AND COUNTRY		CHRYSLER VISION	CHRYSLER VOYAGER IN CHINESE CHARACTERS	CHRYSLER VOYAGER IN CHINESE CHARACTERS	CHRYSLER VOYAGER SPORT	CHRYSLER WING LOGO	CHRYSLER WING LOGO	CHRYSLER WING LOGO	CHRYSLER WING LOGO	CHRYSLER WITH KATAKANA	CITY CRUISER	COMMANDER	COMMANDER																	
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12	12		12	12	12	12	12	12	12	12	12	9, 12	12	12	12	12	12	12	12	12	12	12	7, 12	12	12	12	12	12	12	12	12
10/30/2003	3/15/2004	12/24/2003	12/24/2003	2/27/2004	12/7/2005	12/29/2003	12/24/2003	12/24/2003	1/7/2004	12/30/2003	12/31/2003	12/30/2003	12/23/2003	12/23/2003	12/23/2005	12/23/2003	1/13/2004	12/24/2003	1/5/2004	12/23/2003	12/25/2003	12/23/2003	1/27/2004	12/23/2003	12/23/2003	12/23/2003	12/31/2003	4/4/2006	12/23/2003	6/21/2001	7/24/2006	7/24/2006	7/24/2006	5/11/2006
976538	2004/0615	22861	97865C	826168019	TMA654609	712643	1125380	284107	148712	Z20032002	266963	29779	116BOOK20	40709	53399681	34061	143590	92383	IDM000045959	169320	115174/2003	18807	55559	626077	M54167	50078	A595/2003	6005388	00361/2005	703401	5497170	1472358	5040753	5341437
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AUSTRALIA	AZERBAIJAN	BELARUS	BOLIVIA	BRAZIL	Canada	CHILE	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	CZECH REPUBLIC	ECUADOR	EL SALVADOR	ESTONIA	FRANCE	GHANA	GUATEMALA	HONDURAS	INDONESIA	ISRAEL	JAPAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	LATVIA	LITHUANIA	MALAWI	MALAYSIA	MAURITIUS	Mexico	CHINA	INDIA	JAPAN	CHINA
COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER	COMMANDER GRILLE DESIGN	COMMANDER GRILLE DESIGN	COMMANDER GRILLE DESIGN	COMMANDER IN CHINESE CHARACTERS I							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

CHRYSLER LLC	COMMANDER IN CHINESE CHARACTERS I	CHINA	⋖	5341436	10/23/2006	35
CHRYSLER LLC	COMMANDER IN CHINESE CHARACTERS I	CHINA	⋖	5341435	5/11/2006	37
CHRYSLER LLC	COMMANDER IN CHINESE CHARACTERS III	CHINA	⋖	5557554	8/22/2006	12
CHRYSLER LLC	COMMANDER IN CHINESE CHARACTERS III	CHINA	∢	5557555	8/22/2006	35
CHRYSLER LLC	COMMANDER IN CHINESE CHARACTERS III	CHINA	۷	5557553	8/22/2006	37
Chrysler LLC	COMMANDO	Canada	ď	TMA419578	11/12/1993	
Chrysler LLC	COMMANDO	Mexico	ď	567659	12/18/1997	12
Chrysler LLC	COMMANDO	Mexico	ď	755872	5/4/2001	12
CHRYSLER LLC	COMPAS	ARGENTINA	~	1828387	12/3/1999	12
CHRYSLER LLC	COMPASS	ANGOLA	⋖	13106	1/27/2005	12
CHRYSLER LLC	COMPASS	ARGENTINA	۷	2566095	1/13/2005	12
CHRYSLER LLC	COMPASS	AUSTRALIA	ď	1023907	10/7/2004	12
CHRYSLER LLC	COMPASS	AUSTRIA	8	223916	12/1/2005	12
CHRYSLER LLC	COMPASS	BAHAMAS	⋖	30302	5/18/2007	22
CHRYSLER LLC	COMPASS	BAHRAIN	~	43405	1/29/2005	12
CHRYSLER LLC	COMPASS	BARBADOS	۷	81/20247	1/26/2005	12
CHRYSLER LLC	COMPASS	BENELUX	~	768966	1/11/2005	12
CHRYSLER LLC	COMPASS	BERMUDA	~	41792	2/16/2005	12
CHRYSLER LLC	COMPASS	BOLIVIA	2	103329-C	1/13/2005	12
CHRYSLER LLC	COMPASS	BOSNIA & HERZEGOVINA	∢	BAZ058382A	1/12/2005	12
CHRYSLER LLC	COMPASS	BRAZIL	ď	826960146	1/12/2005	12
CHRYSLER LLC	COMPASS	BULGARIA	2	57520	1/21/2005	12
Chrysler LLC	COMPASS	Canada	2	TMA675661	10/26/2006	
CHRYSLER LLC	COMPASS	CAYMAN ISLANDS	ď	CT3397098	10/9/2003	12
CHRYSLER LLC	COMPASS	CHILE	2	749806	1/13/2005	12
CHRYSLER LLC	COMPASS	CHINA	∢	4482969	1/26/2005	12
CHRYSLER LLC	COMPASS	COLOMBIA	ď	301487	1/24/2005	12
CHRYSLER LLC	COMPASS	COSTA RICA	ď	158477	1/11/2005	12
CHRYSLER LLC	COMPASS	CROATIA	ď	Z20050018	1/12/2005	12
CHRYSLER LLC	COMPASS	CZECH REPUBLIC	~	269651	10/3/2003	12
CHRYSLER LLC	COMPASS	DENMARK	~	VR2005 01960	1/12/2005	12
CHRYSLER LLC	COMPASS	DOMINICAN REPUBLIC	ď	147400	1/26/2005	12
CHRYSLER LLC	COMPASS	ECUADOR	ĸ	2537-05	1/26/2005	12
CHRYSLER LLC	COMPASS	EGYPT	ď	171770	1/12/2005	12
CHRYSLER LLC	COMPASS	EL SALVADOR	~	17BOOK50	1/13/2005	12

COMPASS	EUROPEAI	EUROPEAN COMMUNITY	<u>α</u>	3397098	10/9/2003	12
COMPASS		FRANCE	צ מ	53334499	1/12/2005	12
COMPASS	GEF	GERMANY	2 22	30501360	1/12/2005	12
COMPASS	AB GR	GREECE	2	150470	3/4/2005	12
COMPASS	GUA	GUATEMALA	ď	137346	1/17/2005	12
COMPASS	HON	HONDURAS	ď	94946	1/13/2005	12
COMPASS	NOH	HONG KONG	ď	300352638	1/12/2005	12
COMPASS	INH	HUNGARY	œ	186470	1/13/2005	12
COMPASS		ICELAND	œ	199/2005	1/11/2005	12
COMPASS		INDIA	œ	1331651	1/12/2005	12
COMPASS		NDONESIA	œ	IDM000091816	1/20/2005	12
COMPASS	IRE	IRELAND	ď	232363	1/11/2005	12
COMPASS		ISRAEL	ď	177536	1/11/2005	12
COMPASS		ITALY	∢	FI2005C000045	1/14/2005	12
COMPASS		JAPAN	ď	5178987	9/2/2004	12
COMPASS	<u>or</u>	JORDAN	ď	78482	1/18/2005	12
COMPASS	KAZA	KAZAKHSTAN	œ	21275	1/11/2005	12
COMPASS	<u> </u>	KENYA	ď	57080	3/21/2005	12
COMPASS	KORE	KOREA (SOUTH)	œ	683707	1/11/2005	12
COMPASS	KL	KUWAIT	∢	68407	1/12/2005	12
COMPASS	TEF	LEBANON	4	100937	1/29/2005	12
COMPASS	LIECH	LIECHTENSTEIN	œ	13479	1/13/2005	12
COMPASS		Mexico	ď	729228	12/17/2001	12
COMPASS AND DESIGN		BENELUX	œ	765118	1/19/1996	12, 37
COMPASS AND DESIGN		FRANCE	ď	96610293	2/9/1996	12, 37
COMPASS AND DESIGN		GERMANY	œ	304 11 869.9	10/7/1996	12, 37
COMPASS AND DESIGN		ITALY	ď	749090	4/16/1996	12, 37
'ND DESIGN (8	K)	RELAND	ď	202058	7/1/1996	12, 37
COMPASS DIRECTOR IN CHINESE		CHINA	4	6173213	7/19/2007	12
COMPASS KING IN CHINESE		CHINA	4	6173212	7/19/2007	12
HRYSLER CO	DAIMLER CHRYSLER CORRECT CARE MA	Mexico	ď	627442	9/30/1999	16
DAKOTA		ARGENTINA	Я	1787503	2/5/1998	12
DAKOTA		AUSTRALIA	α.	754019	2/2/1998	12
DAKOTA		BAHRAIN	ď	13300	4/15/1990	12

12	12	12	12	7	12	12		12	12	12	12	12	12	25	12	12	12	12, 28	12, 25, 37	7, 12, 37	12	12	12	12	12	12	12	12	12	12	12	12	Ç
2/9/1998	4/21/1998	11/29/1989	6/3/1997	12/19/1988	1/20/1997	4/21/1998	7/31/2002	7/22/1988	3/30/1998	2/16/1998	2/9/1998	3/9/1998	2/10/1998	11/19/1998	1/19/1995	1/24/1990	2/24/1998	10/31/2003	8/20/1996	12/22/2000	3/10/1998	2/12/1999	3/12/1998	3/3/1998	2/26/1998	12/27/1989	3/6/1998	4/7/1998	3/24/1998	3/25/1998	4/9/1998	6/17/1998	
54298	81/12988	470607	70382	814577512	200018361	10516	TMA330510	529658	1332078	211835	109824	49867	218428	102337	4239	76226	202BOOK133	3503315	39636369	30078939	98916	75493	2000B04310	793546	211111	74778	830387	29256/1998	51064	9026	9989	76129	00000
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BANGLADESH	BARBADOS	BENELUX	BOLIVIA	BRAZIL	BRAZIL	CAMBODIA	Canada	CHILE	CHINA	COLOMBIA	COSTA RICA	CYPRUS	CZECH REPUBLIC	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	EUROPEAN COMMUNITY	GERMANY	GERMANY	GUATEMALA	HONDURAS	HONG KONG	INDIA	IRELAND	ISRAEL	ITALY	JAPAN	JORDAN	KOREA (NORTH) (DPR KOREA)	LAOS	LEBANON	
DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA	DAKOTA														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC														

999 12	12	928	12	12	12	997 12, 37	12	37	2 286	6 286	11 18	987 12	37	12, 37	386 7, 9, 11, 12	992 12	971 12	004 37	10	991 12	12	004 25	987 7, 9, 11, 37	12, 37	22	992 7	6 266		<u> </u>				
36608 3/24/1999	976429 3/14/2007	NFLD1575 5/15/1928	5406 12/30/1992	7976 11/14/1998		4952 3/13/1997	8057 2/2/2000	8056 2/2/2000	1721140 6/24/1987		1721143 6/24/1987	1721145 6/24/1987	1785151 9/8/1989	11363 8/18/2006	13936 1/1/1986	571365 1/28/1992	79708 1/12/197	1033199 12/6/2004	28965	139213 9/18/1991	16155	245896 12/9/2004	117396 1/19/1987	982075 11/14/1996	1416	15477 9/16/1992		15/170 0/16/1002					
R 36	R 976	R	R 54	R 79	⋖	R 49	A 80	R 80	R 172	R 172	R 172	R 172	R 178	X <del>1</del>	T 13	R 571	R 79.	R 103:	R 28	R 139	R 16	R 245	R 117	R 982	T 14	R 15	R 15	R 15					
KUWAIT	Mexico	Canada	ALBANIA	ALBANIA	ALGERIA	ANDORRA	ANGOLA	ANGOLA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARMENIA	ARUBA	AUSTRALIA	AUSTRALIA	AUSTRALIA	AUSTRIA	AUSTRIA	AUSTRIA	AUSTRIA	AUSTRIA	AZERBAIJAN	BAHAMAS	BAHRAIN	BAHRAIN	BAHRAIN		BAHRAIN	BAHRAIN BAHRAIN	BAHRAIN BAHRAIN BANGLADESH	BAHRAIN BAHRAIN BANGLADESH BARBADOS
DAKOTA (STYLIZED)	DAKOTA LARAMIE	DESOTO and (four section shiel	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE		DODGE	DODGE	DODGE DODGE	DODGE DODGE DODGE DODGE
CHRYSLER LLC	Chrysler LLC	Chrysler Canada Inc.	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC		CHRYSLER LLC	CHRYSLER LLC CHRYSLER LLC	CHRYSLER LLC CHRYSLER LLC CHRYSLER LLC	CHRYSLER LLC CHRYSLER LLC CHRYSLER LLC CHRYSLER LLC

12	12	25	21, 28	7, 12	9, 11, 37	12	12	12	37	12, 37	12	36	37	12	37	12	37	12		12	12	35, 37	12	37	21	37	85	12	37	12, 37	12	37	7 10 07
3/10/2004	9/17/1991	2/9/2004	1/3/1995		1/19/1987	12/31/2004	9/17/1999		9/23/2005	11/1/1996		2/4/2003	12/9/2004	10/14/1996	8/8/2000	8/15/1996	12/9/2004	1/29/2003	1/8/1993			9/24/1990	1/27/1984	10/22/1994		12/17/2004	2/6/1990		12/7/2004	10/17/2008		12/7/2004	11/7/1996
220204	501290	200836	563726	56831	427021	41651	BT/T/1999/01722	60450A	101904-C	BAZ96991	2364514	825212243	826887406	22932	33315	30926	56494	20287/04	UCA29065	69609	604760	598233	215442	855944	45050	1162459	499197	14775	300784	NP/775/RDC/2008	11083/22884	155988	Z961328
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BELIZE	BENELUX	BENELUX	BENELUX	BENELUX	BENELUX	BERMUDA	BHUTAN	BOLIVIA	BOLIVIA	BOSNIA & HERZEGOVINA	BRAZIL	BRAZIL	BRAZIL	BRUNEI	BRUNEI	BULGARIA	BULGARIA	CAMBODIA	Canada	CAYMAN ISLANDS	CHILE	CHILE	CHINA	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	COLOMBIA	COLOMBIA	CONGO	COSTA RICA	COSTA RICA	CROATIA
DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	<b>3</b> 9000	BODGE							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler Canada Inc.	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

12	22	12	12	7, 9, 11, 37	12	37		37	12	37	7, 9, 11, 12, 37	7, 9, 11, 12, 37	22	12	7, 9, 11, 12, 37	21, 28	7, 9, 11, 12, 37, 39	12	7, 9, 11, 12, 37	12	12	25	21, 28	7, 9, 11, 37	22	37		12	12	37
10/30/1991		3/25/1993	9/14/1945	1/19/1987		12/15/2004		7/28/1997		12/7/2004	8/18/1993	4/2/1996			1/19/1987	1/3/1995		2/19/1998	9/20/1993	12/19/1979	9/19/1991	12/9/2004	1/7/1995	1/23/1987		1/18/2005				12/13/2004
A35335	3222	183007	VR194500612	VR 1991 04203	5353	728-05	2587	108681	19515BOOK45	210BOOK43	16875	188193	26556	17248	103092	95551986	1312973	5281	7018	008909	2050321	3.02008E+11	39500562	1181580	3657	35653	977	13397	2668	136973
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CYPRUS	CYPRUS	CZECH REPUBLIC	DENMARK	DENMARK	DOMINICAN REPUBLIC	ECUADOR	ECUADOR	EGYPT	EL SALVADOR	EL SALVADOR	ESTONIA	EUROPEAN COMMUNITY	FIJI ISLANDS	FINLAND	FINLAND	FRANCE	FRANCE	GAZA	GEORGIA REPUBLIC	GERMANY	GERMANY	GERMANY	GERMANY	GERMANY	GHANA	GHANA	GIBRALTAR	GREECE	GUATEMALA	GUATEMALA
DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

22	12	12	22	37	12	12	12	37	12	35, 37	36, 42	12	37	12	7	6	1-	12	12	12	37	12	12	25	21, 28	7, 9, 11, 37	12	37	7, 11, 12	22	37	7, 9, 11, 12, 37	12
				11/9/1996	9/23/1991	7/20/1946		12/6/2004		9/19/2003	3/4/2004		12/23/2004		1/20/1987	1/20/1987	1/20/1987	9/18/1991		5/5/1942	12/6/2004		9/24/1991	1/28/2008	1/18/1995	1/23/1987		9/25/1992			12/6/1999	8/24/1993	1/31/2005
2099A	325REG120	3636	19490454	199808694	146450	118273	Dec-39	3215/2004	111812	1238383	1270408	444156	IDM000087600	2513/3589	139091	139092	139093	148277	35253	5988	176731	775896	950227	RM2008C003378	735756	797418	3874	3069377	415189	1418	58816	3232	A57002
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GUYANA	HAITI	HONDURAS	HONG KONG	HONG KONG	HUNGARY	HUNGARY	ICELAND	ICELAND	INDIA	INDIA	INDIA	INDONESIA	INDONESIA	IRAN	IRELAND	IRELAND	IRELAND	IRELAND	IRELAND	ISRAEL	ISRAEL	ITALY	ITALY	ITALY	ITALY	ITALY	JAMAICA	JAPAN	JAPAN	JORDAN	JORDAN	KAZAKHSTAN	KENYA
DODGE	DODGE	BODGE	DODGE	DODGE	DODGE	DODGE	DODGE	39a0a	DODGE																								
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																								

22	12, 37	37	9, 12	12	7	6	1-	12	37	12	7, 9, 11, 12, 37	12	37		12	37	12, 37	7, 9, 11, 12, 37	7	6	17	12	37	12	12	37		12	37	42	28	25
	12/28/2007	12/6/2004		9/26/2008	10/17/1992	10/17/1992	10/17/1992	10/17/1992	12/7/2004	1/25/2008	8/9/1993		1/29/2005		3/15/2007	3/15/2007	12/10/2004	8/20/1993	12/23/1987	12/23/1987	12/28/1987	12/30/1987	12/23/1987		11/22/1996	12/1/1997	1/31/1965	7/19/1996	7/23/1996	7/23/1996	9/28/2001	9/28/2001
2691	36345	125555	519	2793/R	24109	24006	30449	24759	90929	17278	M33974	70419	100936	11297/522	10260	10261	13455	22946	3790-M	3791-M	4101-M	5293-M	3792-M	M/008034	96/14095	97018551	4898	526806	526980	526984	719148	719147
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KENYA	KOREA (NORTH) (DPR KOREA)	KOREA (SOUTH)	KOREA (SOUTH)	KOSOVO	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	LAOS	LATVIA	LEBANON	LEBANON	LIBERIA	LIBYA	LIBYA	LIECHTENSTEIN	LITHUANIA	MACAO	MACAO	MACAO	MACAO	MACAO	MALAYA	MALAYSIA	MALAYSIA	MALTA & GOZO	Mexico	Mexico	Mexico	Mexico	Mexico
DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

12		12	12	12	12	12	12	12	12	12	12	12	12	12	12	37	12	37	12	12	12	28	6	12	12	12	12	12	12	12	12	12	12
	3/25/2008	5/18/2007	6/28/2005	9/13/2007	7/4/2006	10/29/2007	12/4/2007	1/11/2007	1/4/1984	12/28/1983	12/20/1983	1/19/2000	8/2/1990	12/22/1987	6/27/2007	6/27/2007	9/30/2007	9/30/2007	9/3/2008	10/28/2005	10/28/2005	7/27/2006	5/26/2006	1/19/2009	1/22/2009	1/19/2009	1/28/2009	12/19/2008	9/29/2006	9/5/2006	8/30/2006	9/6/2006	8/30/2006
20761	1388516	984121	760360	829301844	1122559	6347962	209993	727698	106597	93487	1254768	165457	25425	003723-M	6133056	6133054	6306114	6306115	958922	4714606	5000673	945409	935174	1281405	7179311	7534811	2009-5289	981936	15809	2191439	1133435	49888	TO FOLLOW
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EGYPT	Canada	Mexico	CHILE	BRAZIL	AUSTRALIA	CHINA	EGYPT	KOREA (SOUTH)	AUSTRIA	FINLAND	FRANCE	HUNGARY	JAMAICA	MACAO	CHINA	CHINA	CHINA	CHINA	Mexico	EUROPEAN COMMUNITY	JAPAN	Mexico	Mexico	AUSTRALIA	CHINA	EUROPEAN COMMUNITY	JAPAN	Mexico	ANGOLA	ARGENTINA	AUSTRALIA	BAHRAIN	BARBADOS
DODGE & ARABIC EQUIVALENT	DODGE & RAM'S HEAD DESIGN (LOG	DODGE 1000	DODGE AVENGER	DODGE BREEZE	DODGE CALIBER	DODGE CALIBER	DODGE CALIBER	DODGE CALIBER	DODGE CARAVAN IN CHINESE CHARACTERS	DODGE CHALLENGER	DODGE CHAMP	DODGE CHAMP	DODGE CHARGER	DODGE CHARGER	DODGE CIRCUIT	DODGE CIRCUIT	DODGE CIRCUIT	DODGE CIRCUIT	DODGE CIRCUIT EV	DODGE CREW													
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

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CITAIWAN) COMBIA COMBIA TA RICA OATIA AN REPUBLIC UADOR GYPT ALVADOR ITEMALA IRAEL APAN ORDAN ORDAN WKHSTAN UWAIT BANON ILAYSIA IEXICO RAZIL (TAIWAN) A & GOZO IEXICO	TAIWAN)  JMBIA A RICA JATIA V REPUBLIC ADOR VPT COMMUNIT EMALA SAEL PAN (HSTAN WAIT ANON ANION SXICO AZIL (TAIWAN) & GOZO SXICO SXICO	WBIA WBIA VRICA ATIA TEPUBLIC ODOR WADOR TOT COMMUNIT COM	AIWAN) MBIA AIWAN) MBIA ATIA REPUBLIC DOR PT ADOR SOMMUNIT SMALA AN DAN AN NON NON NON NON NON NON ACCO ACCO	IBIA IBIA IBIA IBIA ITIA ADOR OOR ITIA ADOR IN	TAIWAN) MABIA ATIA ATIA ATIA ATIA ATIA ATIA ATIA
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	DODGE DAKOTA STAMPEDE	DODGE DAKOTA STAMPEDE DODGE DAYTONA	DODGE DAKOTA STAMPEDE DODGE DAYTONA DODGE DEMON	DODGE DAKOTA STAMPEDE  DODGE DAYTONA  DODGE DEMON  DODGE DEMON	DODGE DAKOTA STAMPEDE DODGE DAYTONA DODGE DEMON DODGE DEMON DODGE DEMON
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CHRYSLER LLC	DODGE IN MANDARIN CHARACTERS	CHINA	ď	215441	1/27/1984	12
	DODGE INTREPIDA	Mexico	ď	694992	4/20/2001	12
	DODGE 1C	CHINA	∢	6238209	1/30/2008	12
	DODGE JC	JAPAN	ď	5165134	1/21/2008	12
	DODGE JCUV	CHINA	∢	6605523	3/19/2008	
	DODGE JOURNEY	CHINA	∢	6246084	8/28/2007	12
	DODGE JOURNEY	EUROPEAN COMMUNITY	ď	6233332	8/27/2007	12
	DODGE JOURNEY	HONG KONG	4	301244763	11/24/2008	12
	DODGE JOURNEY	JAPAN	4	97810/2007	9/14/2007	12
	DODGE JOURNEY	KOREA (SOUTH)	4	2007-45212	8/27/2007	12
	DODGE NITRO	ANGOLA	∢	13557	5/6/2005	12
	DODGE NITRO	ARGENTINA	ď	2111049	4/25/2005	12
CHRYSLER LLC	DODGE NITRO	AUSTRALIA	ď	1053563	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	BAHRAIN	ď	44377	5/15/2005	12
CHRYSLER LLC	DODGE NITRO	BOLIVIA	ď	102402-C	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	BRAZIL	ď	827324766	4/25/2005	12
CHRYSLER LLC	DODGE NITRO	BRUNEI	ď	37015	4/27/2005	12
CHRYSLER LLC	DODGE NITRO	BULGARIA	ď	58595	4/21/2005	12
	DODGE NITRO	Canada	4	1251786	3/23/2005	
CHRYSLER LLC	DODGE NITRO	CHILE	ď	746844	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	CHINA	ď	4620425	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	CHINA (TAIWAN)	ď	1196222	4/28/2005	12
CHRYSLER LLC	DODGE NITRO	COLOMBIA	ď	306673	4/21/2005	12
CHRYSLER LLC	DODGE NITRO	COSTA RICA	ď	157330	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	CROATIA	ď	Z20050522	4/25/2005	12
CHRYSLER LLC	DODGE NITRO	DOMINICAN REPUBLIC	ď	148484	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	ECUADOR	ď	406-06	5/3/2005	12
CHRYSLER LLC	DODGE NITRO	EGYPT	ď	174863	5/3/2005	12
CHRYSLER LLC	DODGE NITRO	EL SALVADOR	ď	138BOOK53	4/25/2005	12
CHRYSLER LLC	DODGE NITRO	ESTONIA	ď	42787	7/6/2005	12
CHRYSLER LLC	DODGE NITRO	EUROPEAN COMMUNITY	ď	4400693	4/22/2005	12
CHRYSLER LLC	DODGE NITRO	GUATEMALA	ď	138986	4/29/2005	12
CHRYSLER LLC	DODGE NITRO	HONDURAS	ď	96303	5/2/2005	12
CHRYSLER LLC	DODGE NITRO	HONG KONG	ď	300409743	4/26/2005	12
CHRYSLER LLC	DODGE NITRO	HUNGARY	ď	187946	7/8/2005	12

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	25	12	12, 37	7		12	12, 37	9, 12
4/25/2005	4/28/2005	4/21/2005	4/21/2005	4/28/2005	4/21/2005	8/25/2005	4/21/2005	4/24/2005	5/27/2005	4/26/2005	4/25/2005	7/26/2005	1/28/1999	6/29/1983	4/30/1983	6/22/1999	6/22/1999	6/22/1999	6/22/1999	9/30/1999	6/22/1999	6/22/1999	9/30/1999	6/22/1999	6/28/1999		8/1/1995	4/10/1997	8/3/1995	9/22/1992	11/18/1994	10/24/1994	11/1/1994
1325897	D002005002484	180129	4914124	79774	23177	57908	660278	70134	102338	5006363	43436	891634	599392	TM7972	14587	614723	614722	614721	614720	626730	614724	614719	626731	614718	616463	287037	2162919	618322	818677490	713377	870209	94541788	332881
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INDIA	INDONESIA	ISRAEL	JAPAN	JORDAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	KUWAIT	LEBANON	MALAYSIA	MALTA & GOZO	Mexico	Mexico	BAHRAIN	KUWAIT	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	KOREA (SOUTH)	ARGENTINA	BENELUX	BRAZIL	Canada	CHINA	FRANCE	KOREA (SOUTH)
DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE NITRO	DODGE POWER WAGON	DODGE RAM	DODGE RAM (STYLIZED)	DODGE RAM 1500 SLT LARAMIE	DODGE RAM 2500 SLT LARAMIE	DODGE RAM 3500 SLT LARAMIE	DODGE RAM 4000 SLT LARAMIE	DODGE RAM 4500	DODGE RAM 6500 SLT LARAMIE	DODGE RAM 7000 SLT LARAMIE	DODGE RAM CUSTOM	DODGE RAM LARAMIE SLT & DESIGN	DODGE RAM SLT LARAMIE	DODGE RAM Y.D AND CHINESE CHARACTERS	DODGE RAM'S HEAD LOGO						
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

Chrysler LLC	DODGE RAM'S HEAD LOGO	Mexico	œ	526941	9/11/2002	12
Chrysler LLC	DODGE SPORTSMAN	Mexico	A	860352	6/8/2007	12
CHRYSLER LLC	DODGE VIPER	GERMANY	ď	2014655	3/20/1992	12, 37
Chrysler LLC	DODGE VIPER	Mexico	ď	694987	4/20/2001	37
Chrysler LLC	DODGE VIPER	Mexico	ď	694988	4/20/2001	41
Chrysler LLC	DODGE VIVE CON GANAS	Mexico	ď	39174	8/28/2006	12
CHRYSLER LLC	DODGE ZEO	CHINA	٧	6453128	12/25/2007	12
CHRYSLER LLC	DODGE ZEO	EUROPEAN COMMUNITY	ď	6366281	10/15/2007	12
CHRYSLER LLC	DODGE ZEO	FRANCE	ď	73530828	10/12/2007	12
CHRYSLER LLC	DODGE ZEO	GERMANY	ď	30766805	10/15/2007	12
CHRYSLER LLC	DODGE ZEO	JAPAN	٧	2007-119603	11/29/2007	12
CHRYSLER LLC	DURANGO	ARGENTINA	ď	1736555	2/5/1998	12
CHRYSLER LLC	DURANGO	AUSTRALIA	ď	754013	2/2/1998	12
CHRYSLER LLC	DURANGO	AUSTRIA	ď	176672	2/6/1998	12
CHRYSLER LLC	DURANGO	BAHRAIN	ď	23195	2/8/1998	12
CHRYSLER LLC	DURANGO	BANGLADESH	ď	54299	2/9/1998	12
CHRYSLER LLC	DURANGO	BARBADOS	ď	81/12987	4/21/1998	12
CHRYSLER LLC	DURANGO	BENELUX	ď	639566	2/5/1998	12
CHRYSLER LLC	DURANGO	BOLIVIA	ď	70385	6/3/1997	12
CHRYSLER LLC	DURANGO	BRAZIL	٧	820531731	3/3/1998	7
CHRYSLER LLC	DURANGO	BRAZIL	ď	817762680	4/16/1996	7
Chrysler LLC	DURANGO	Canada	ď	TMA413389	6/11/1993	
Chrysler LLC	DURANGO	Canada	ď	TMA556505	1/17/2002	
CHRYSLER LLC	DURANGO	CHILE	ď	522044	2/9/1998	12
CHRYSLER LLC	DURANGO	CHINA	ď	1292041	3/30/1998	12
CHRYSLER LLC	DURANGO	CHINA (TAIWAN)	ď	853585	4/9/1998	12
CHRYSLER LLC	DURANGO	COLOMBIA	ď	210562	2/16/1998	12
CHRYSLER LLC	DURANGO	COSTA RICA	ď	109825	2/9/1998	12
CHRYSLER LLC	DURANGO	CYPRUS	ď	49868	3/9/1998	12
CHRYSLER LLC	DURANGO	CZECH REPUBLIC	ď	218427	2/10/1998	12
CHRYSLER LLC	DURANGO	DENMARK	ď	VR 1998 02073	2/4/1998	12
CHRYSLER LLC	DURANGO	ECUADOR	ď	3015/99	2/13/1998	12
CHRYSLER LLC	DURANGO	EGYPT	۷	166093	4/6/2004	12
CHRYSLER LLC	DURANGO	EL SALVADOR	ď	214BOOK132	2/24/1998	12
CHRYSLER LLC	DURANGO	EUROPEAN COMMUNITY	ď	3500221	10/31/2003	12, 28

7, 9, 12	12	12	12	12	12	12	12	12	12	12	12	12	37	12	12	12	12	12	12	12	12	7, 9, 11, 12	12	7		12	7, 9, 11, 12, 37	7, 11, 12	25	12	7, 9, 11, 12	7, 9, 11, 12	7, 9, 11, 12
2/23/1998	2/17/1998	3/10/1998	2/12/1999	3/12/1998	3/3/1998	3/19/1998	2/26/1998	3/1/1997	3/6/1998	4/7/1998	3/24/1998	9/24/2007	3/6/1998	5/31/2000	6/17/1998	4/16/1998	1/3/2005	11/25/1999	5/20/1998	5/22/1998	9/16/1992	9/29/1987	2/15/1989	1/20/1997	8/21/2000	2/2/1989	2/24/1997	9/30/1987	3/29/1989	2/1/1989	9/29/1987	10/1/1987	1/27/1989
98719533	39808575	94677	75494	2000B04309	793543	434516	207936	118202	830388	29257/1998	49046	40622	448369	37527	76130	28478	377739	633708	1299625	1307112	15484	435792	55654A	819619850	TMA170721	188395	Z970237	VR1992/09447	73378	401	1428712	1180615	DD647335
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FRANCE	GERMANY	GUATEMALA	HONDURAS	HONG KONG	NDIA	INDONESIA	IRELAND	ISRAEL	ITALY	JAPAN	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KUWAIT	LEBANON	MALTA & GOZO	Mexico	Mexico	CHINA	CHINA	BAHRAIN	BENELUX	BOLIVIA	BRAZIL	Canada	COLOMBIA	CROATIA	DENMARK	DOMINICAN REPUBLIC	ECUADOR	FRANCE	GERMANY	GERMANY
DURANGO	DURANGO	DURANGO	DURANGO	DURANGO	DURANGO	DURANGO IN CHINESE CHARACTERS I	DURANGO IN CHINESE CHARACTERS II	EAGLE	EAGLE	EAGLE	EAGLE	EAGLE	EAGLE	EAGLE																			
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC													

7, 9, 11, 12	12	12	9, 12, 13	37	42			12	12	6, 9, 11, 12, 13, 17, 19, 20,	6, 9, 11, 12, 13, 17, 19, 20,	6, 9, 11, 12, 13, 17, 22, 27	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
10/2/1987		10/2/1987	10/21/1981	7/4/1996	7/29/1996	3/27/1997	4/15/2002			11/22/1985	11/22/1985	9/30/1985	11/20/2007	12/3/2007	12/3/2007	5/16/2008	11/30/2007	1/27/2009	9/14/2007	10/1/2007	9/11/2007	10/17/2007	10/15/2007	9/13/2007	9/14/2007	9/11/2007	9/13/2007	9/14/2007	9/16/2007	4/14/2008
804448	4412300	2712283	2504528	525095	527348	TMA474000	TMA560181	4412298	4412301	4650102	4650102	4645648	1372845	TO FOLLOW	6479034	08/3575696	5158375	1081178	2772883	829337806	1363150	813002	6323089	96043773	07-095226	6270706	300954162	1602031	203839	29047/2008
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ITALY	JAPAN	JAPAN	JAPAN	Mexico	Mexico	Canada	Canada	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	Canada	CHINA	EUROPEAN COMMUNITY	FRANCE	JAPAN	Mexico	ARGENTINA	BRAZIL	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	EUROPEAN COMMUNITY	HONG KONG	INDIA	ISRAEL	JAPAN
EAGLE	EAGLE	EAGLE	EAGLE	EAGLE	EAGLE	EAGLE DEVICE	EAGLE DEVICE	EAGLE GW & KATAKANA	EAGLE IN KATAKANA	EAGLE IN KATAKANA & NCT	EAGLE IN KATAKANA & NCT	EAGLE NCT	ECOVOYAGER	ECOVOYAGER	ECOVOYAGER	ECOVOYAGER	ECOVOYAGER	ECOVOYAGER	ENAI	ENNI	ENNI	ENAI	ENAI	ENAI	ENVI	ENAI	ENAI	ENAI	IANE	ENVI
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC								

12	12		35	37	35, 37	35	37	35	37	35	37	35, 37	12, 35, 37	12, 35, 37	35, 37	37		42			12	12	12	12	7, 9, 12	12	12	37	12	12	12	12	12	ç
4/14/2008	3/24/2008	2/7/2006	6/22/2000	6/22/2000	6/5/2000	6/12/2000	6/12/2000	6/9/2000	6/9/2000	7/27/2000	7/27/2000	11/22/2000	6/21/2000	6/10/2000	7/28/2000	7/25/2000		10/27/2000		11/16/1990	2/6/1998	2/5/1998	3/10/2005	3/15/2005	2/23/1998	2/26/1998	3/6/1998	3/6/1998	7/13/2006	6/12/1992	8/21/2007	7/12/1996	3/15/2007	10000
2008-17826	1026337	TMA658203	1852398	1852399	837778	822332698	822332701	1945117	2019964	168777	148900	1690205	3036023	300 44 128.2/35	932674	664549		676446		TMA375620	216067	644465	4532816	1186274	98719534	208215	830389	448370	TMA667541	789764	159299	525994	2217536	74777
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KOREA (SOUTH)	Mexico	Canada	ARGENTINA	ARGENTINA	AUSTRALIA	BRAZIL	BRAZIL	CHINA	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	EUROPEAN COMMUNITY	FRANCE	GERMANY	ITALY	Mexico	Canada	Mexico	Canada	Canada	AUSTRIA	BENELUX	CHINA	CHINA (TAIWAN)	FRANCE	IRELAND	ITALY	KOREA (SOUTH)	Canada	CHINA	INDIA	Mexico	ARGENTINA	VIII C
ENVI	ENCI	FIVE STAR & DESIGN	FIVE STAR AND DESIGN	FIVE STAR MARKET CENTER	FIVE STAR MARKET CENTER	FIVE STAR MARKET CENTER AND DE	FORMULA AVENGER AND DESIGN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CARAVAN	GRAND CHEROKEE GRILLE DESIGN	ייסוסרק די יויסט דרייוס מייי מייי																	
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	

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7/24/2006	7/24/2006	6/1/2000	10/21/2002	2/6/1998	10/2/1996	3/30/1998	9/27/1996	3/12/1998	2/26/1998	10/9/1996	2/4/1999	7/12/1996	5/21/2003	5/21/2003	5/24/2003	10/27/2006	8/8/2007	6/27/2003	6/12/2003	6/10/2003	11/6/1968	6/14/2003	6/13/2003		6/24/2005	6/10/2003	6/11/2003	11/20/2004	6/12/2003	10/23/1996	6/10/2003
1472359	5040752	1807179	02 3 189 932	175658	610654	1292042	96643455	2000B07081	215278	775465	470280	525982	3560624	1086323	300023985	959103	693665	10140	2001550	957208	A223857	33357	21642	56836	102373-C	BAZ036816	825521378	36659	50431	TMA263609	681453
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INDIA	JAPAN	CHINA	FRANCE	AUSTRIA	BENELUX	CHINA	FRANCE	HONG KONG	IRELAND	ITALY	KOREA (SOUTH)	Mexico	CHINA	CHINA (TAIWAN)	HONG KONG	Mexico	Canada	ALBANIA	ARGENTINA	AUSTRALIA	AUSTRALIA	BAHRAIN	BELARUS	BENELUX	BOLIVIA	BOSNIA & HERZEGOVINA	BRAZIL	BRUNEI	BULGARIA	Canada	CHILE
GRAND CHEROKEE GRILLE DESIGN	GRAND CHEROKEE GRILLE DESIGN	GRAND CHEROKEE IN CHINESE CHARACTERS	GRAND CHEROKEE OVERLAND	GRAND VOYAGER IN CHINESE CHARACTERS	GRAND VOYAGER IN CHINESE CHARACTERS	GRAND VOYAGER IN CHINESE DA JIE LONG/DAAI JIT LUNG	GREAT RIVER ROAD EDITION	GRILLE & DESIGN (CAMP JEEP)	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI																	
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	7, 12	12
6/11/2003	6/11/2003	6/10/2003	10/17/2008	6/10/2003	6/10/2003	6/10/2003	6/11/2003	6/10/2003	6/8/2003	6/23/2005	6/9/2003	6/10/2003	6/25/2003	6/11/2003	6/10/2003	6/26/2003	6/10/2003	6/17/2003	6/12/2003	6/8/2003	6/24/2005	6/27/2005	6/12/2003	7/1/2003	6/19/2003	10/13/2005	12/26/2005	9/26/2008	6/25/2005	6/9/2003	7/9/2003	8/19/2003	6/9/2003	6/18/2003
3589845	1131481	313771	NP/776/RDC/2008	143454	Z20030898	260707	140372	26125	159910	79BOOK50	40418	3218906	127667	19770A	91573	181099	609/2003	1206829	IDM000020472	164886	46998	58210/2005	4962937	70961	17521	A58159	700535	2786/R	71144	M53181	94508	12955	48926	11882
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CHINA	CHINA (TAIWAN)	COLOMBIA	CONGO	COSTA RICA	CROATIA	CZECH REPUBLIC	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	ESTONIA	EUROPEAN COMMUNITY	GUATEMALA	GUYANA	HONDURAS	HUNGARY	ICELAND	INDIA	INDONESIA	ISRAEL	JAMAICA	JAPAN	JAPAN	JORDAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	KOSOVO	KUWAIT	LATVIA	LEBANON	LIECHTENSTEIN	LITHUANIA	MACEDONIA
HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI	HEMI
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12		12	12	12	12	12	12	12	12	12		12	12	82	12	12	25	12	12	12	12	12	12	12	12	12	12	12	12	12	37
6/11/2003	8/23/2005	8/31/2000	8/26/1971	12/18/1996	4/22/2005	11/24/2005	6/4/1992	4/19/2005	6/24/2005	1/21/1992	5/24/1993	1/20/1992	3/3/1998	4/21/1995	2/9/1998	3/30/1998	1/25/1992	3/9/1998	2/3/1992	11/19/1998	2/23/1998	1/27/1992	1/22/1992	4/14/1992	1/29/1992	3/12/1998	1/23/1992	1/21/1992	3/3/1998	1/30/1992	2/4/1992	1/23/1992	3/24/1998	3/6/1998
3007011	896294	671590	56985	TMA265170	4400768	5018920	30338	712876	888315	142874	16305	506828	820531740	TMA442240	523148	1292040	567884	49869	VR1993/02278	102342	113023	125142	92402271	2040512	107493	199811120	135163	451/1992	793537	82237	1018378	2709751	49045	448371
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MALAYSIA	Mexico	Mexico	BENELUX	Canada	EUROPEAN COMMUNITY	JAPAN	JORDAN	Mexico	Mexico	AUSTRIA	BAHRAIN	BENELUX	BRAZIL	Canada	CHILE	CHINA	CHINA (TAIWAN)	CYPRUS	DENMARK	DOMINICAN REPUBLIC	EGYPT	FINLAND	FRANCE	GERMANY	GREECE	HONG KONG	HUNGARY	ICELAND	INDIA	ISRAEL	ITALY	JAPAN	JORDAN	KOREA (SOUTH)
HEMI	HEMI	HEMI UNDER GLASS	IMPERIAL	IMPERIAL	IMPERIAL	IMPERIAL	IMPERIAL	IMPERIAL	IMPERIAL	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID	INTREPID							
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12	12	12, 35	12	7, 9, 11, 12, 37, 39	7, 9, 11, 12, 37, 39	12, 37	7	6		12	37	12	22	3, 6, 8, 10, 12, 13, 18, 24, 2	7	∞	6		4	18	21	22	24	25	26	28	34	35
3/31/2001	6/17/1998	4/16/1998	5/9/2001	8/17/2004		3/4/1993		9/11/2008	3/13/1997	11/1/2000	11/1/2000	11/1/2000	2/2/2000	2/2/2000	7/31/1980			2/22/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988	8/30/1988	2/22/1988	2/22/1988	2/22/1988	2/22/1988
40670	76131	28479	458654	847004	3439	5664	55228	83112	4954	8930	8931	8932	8061	8028	1494	536	2997	1981386	1981385	1981384	1971681	1743858	1981383	1981382	1981381	1981380	1815220	1981379	1907809	1743860	1743861
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KUWAIT	LEBANON	MALTA & GOZO	Mexico	Mexico	AFGHANISTAN	ALBANIA	ALGERIA	ALGERIA	ANDORRA	ANGOLA	ANGOLA	ANGOLA	ANGOLA	ANGOLA	ANGUILLA	ANTIGUA	ANTIGUA	ARGENTINA													
INTREPID	INTREPID	INTREPID	INTREPID	INTREPIDA	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

37	12, 37	Э	7	8	6	<del>-</del>	12	4	18	20	21	22	24	25	25	26	28	35	37	12, 35	6	37	3, 5, 7, 8, 9, 11, 12, 14, 16,	7, 12	12, 37	3	9	8	10	12	13	18	22
7/22/1987	10/22/1996	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988		2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	11/30/1979	2/5/1988	2/5/1988	2/5/1988		7/29/2004	6/26/2000	7/20/1987	2/17/1988		11/1/1996	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	11/3/1978
1719381	3349	A480921	A480920	A480919	A480918	A480917	79890	A480916	A480915	A480914	A480913	A480912	A480911	A480901	340746	A480909	A480908	A480906	A336703	1013287	195750	120558	121771	10766	982078	12804	12806	12807	12808	12809	12810	12811	9265
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ARGENTINA	ARMENIA	AUSTRALIA	AUSTRIA	AUSTRIA	AUSTRIA	AUSTRIA	AZERBAIJAN	BAHAMAS																									
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	d∃∃ſ	d∃∃ſ	deep	JEEP																							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																							

24	28	34	37	38	14	45	47	48	49	50	50	50	7	6	1-	12	37	12	12	7, 9, 11, 12, 37	12	25	28	12, 37, 39	16, 20, 28	3, 5, 8, 9, 11, 14, 18, 20, 21	7, 12	22	12	က	7	8
3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	3/8/1988	9/16/1992	9/16/1992	9/16/1992	9/16/1992	9/16/1992		5/30/2001	8/25/1993	2/17/1978	6/19/1973	6/12/1978	1/5/1987	2/21/1995	3/1/1988	10/29/1971		9/17/1999	2/26/1989	2/26/1988	2/26/1988
12812	12813	12814	12815	12816	12817	12818	12821	12819	12822	12805	12823	12820	15473	15474	15475	15476	1071	11419	81/10095	4110	4407	319243	353220	425037	571907	442110	71946	2159	BT/T/1999/1721	55637A	55633A	55632A
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BAHAMAS	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BANGLADESH	BARBADOS	BELARUS	BELIZE	BENELUX	BENELUX	BENELUX	BENELUX	BENELUX	BENELUX	BERMUDA	BHUTAN	BOLIVIA	BOLIVIA	BOLIVIA												
JEEP	JEEP	JEEP	del	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																				
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																				

6	11	14	18	20	21	22	24	25	26	28	34	35	37	42	84	12, 37	9	7	6	7-	12	12	22	က	7	7	7	7	8	o	6	6	6	12
2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988	2/26/1988			10/17/1996					3/4/1961			11/30/1990			11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/30/1990	6/30/2000	11/30/1990	11/30/1990
55638A	55631A	55624A	55634A	55635-A	55636A	55625-A	55626-A	55627-A	55639-A	55628A	55623-A	55629-A	55630-A	A-52193	A62494	BAZ96952	SA15100	SA15552	SA15218	SA1253/4	SA1108	SA15220	536	815894368	3231380	2811316	815894376	815894384	815894392	815894414	815894406	822392666	815894481	815894422
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BOLIVIA	BOSNIA & HERZEGOVINA	BOTSWANA	BOTSWANA	BOTSWANA	BOTSWANA	BOTSWANA	BOTSWANA	BR VIRGIN IS	BRAZIL																									
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	deep	JEEP																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																

14	16	16	20	20	24	25	25	26	28	36	37	38	40	12	37	12		12					12	12	3, 5	35, 37	8, 9, 11, 14, 18, 20, 21, 22,	3	3	9	7	8	6
11/30/1990	11/12/1993	11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/30/1990	11/12/1993	11/30/1990	6/28/1991	11/17/1993		8/8/2000	12/14/1946		1/9/2003	2/10/2003	11/21/2000	3/14/1995	3/12/2002	5/24/1979	3/18/1994	3/10/1988	3/10/1988		1/17/1991	5/28/1988	10/15/2007	1/17/1991	1/17/1991	1/17/1991
815894430	817526250	200061739	815894457	815894449	815894465	815894473	200061720	815894490	815894503	817526234	815894759	816164347	817526242	9042	33305	2161	1716/BUR	20288/04	UCA17994	TMA537487	TMA240978	TMA559011	622169	723969	529657	519005	519004	605122	342709	6323088	604637	605947	605723
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BRAZIL	BRUNEI	BRUNEI	BULGARIA	BURUNDI	CAMBODIA	Canada	Canada	Canada	Canada	CAYMAN ISLANDS	CHILE	CHILE	CHILE	CHILE	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA													
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	d∃∃ſ	daar	JEEP																							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																							

11	12	12	41	41	18	20	20	21	21	22	24	24	24	25	25	25	25	26	28	34	34	37	6	6	6	21	21	39	53	09	98	က	7	8
1/17/1991	3/5/1996	5/28/1988	1/19/1991	5/28/1988	1/17/1991	2/22/1991	5/28/1988	1/17/1991	5/28/1988	1/19/1991	2/22/1991	5/28/1988	5/28/1988	1/19/1991	5/28/1988	5/28/1988	5/28/1988	2/22/1991	1/19/1991	1/19/1991	5/28/1988	10/22/1994	8/16/1988	1/18/2000	8/1/2000		9/3/2001	9/6/1989	3/10/1988	7/27/1988	3/10/1988	2/12/1988	2/12/1988	2/12/1988
604350	1030611	384462	579249	341672	581263	582629	344211	603442	341673	579286	582703	342358	384355	579418	344273	346379	346811	582626	579468	577811	341674	867910	434236	996571	970495	M0042111	1035273	555489	420787	446384	419907	130813	173388	130782
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CHINA	CHINA (TAIWAN)	COLOMBIA	COLOMBIA	COLOMBIA																														
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																							

6	11	12	41	18	20	21	22	24	25	56	28	34	35	37	က	7	8	6	7	14	18	20	21	22	24	25	26	28	34	35	37	12, 37	12	12
2/12/1988	2/12/1988		2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988			7/5/1988	7/5/1988	7/5/1988	11/26/1991	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	7/5/1988	10/25/1996		
130783	130794	15532	130784	130819	130781	133493	172707	193671	179661	130815	130814	133569	86559	86561	72585/30041	29229	25983	79886	25977	25984	25982	25981	25980	71237	25979	71210	72124	29042	25978	28598	70750	Z961259	111574	16568
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COLOMBIA	COSTA RICA	CROATIA	CUBA	CYPRUS																														
JEEP																																		
CHRYSLER LLC																																		

25	7, 12	7, 12, 16, 28	14, 16, 20, 28	3, 5, 8, 9, 14, 18, 20, 21, 22	6, 7, 9, 11, 12	12	22	က	∞	o	6	17	12	41	41	16	18	20	20	23	25	25	28	34	14, 18	22, 27	3, 21	7, 11	7, 8	7, 8	7, 9
7/27/1999	3/19/1946	11/15/1995	2/23/1995	2/18/1988	3/15/1946	4/5/1999	8/25/1947	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988		8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988	8/24/1988
53714	91928	202016	VR199801314	VR 1994 02247	VR194600838	104/36/528	474	57621	45564	45553	45615	45562	4828	45556	45580	45565	45577	46913	45563	45568	45569	57678	45596	45595	45581	45579	57709	45560	45549	45550	45558
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CYPRUS	CZECH REPUBLIC	CZECH REPUBLIC	DENMARK	DENMARK	DENMARK	DJIBOUTI	DOMINICA	DOMINICAN REPUBLIC																							
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

က	7	80	6	1-	12	41	18	20	21	22	24	25	26	28	34	35	37	37	12	25	25	28	37	12	17, 22, 23, 39, 40, 41, 42, 44	25, 28	7, 9, 11, 12, 37	12	7, 9, 11, 12, 36, 37	9, 18	22
2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/18/1943	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	2/29/1988	1/5/1993	2/29/1988		1/20/1997	11/4/1996	1/20/1997	8/12/1987		4/7/1988	10/23/1996	8/18/1993	6/3/2005	4/2/1996	1/17/2002	12/8/1978
587	582	583	579	581	2588	578	585	584	576	280	588	277	575	586	574	5912	3784	3785	9154	104881	103644	104882	69965	10466BOOK30	230BOOK136	25766	16874	4870	188185	2538460	24001
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ECUADOR	EGYPT	EGYPT	EGYPT	EGYPT	EGYPT	EL SALVADOR	EL SALVADOR	ESTONIA	ESTONIA	ETHIOPIA	EUROPEAN COMMUNITY	EUROPEAN COMMUNITY	FIJI ISLANDS																		
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																									

16	3, 5, 8, 9, 11, 14, 18, 20, 21	7, 12	21, 28	3, 5, 8, 9, 11, 14, 18, 20, 21	7, 12, 37, 39	12	25, 28	7, 9, 11, 12, 37	12	16	28	37	3, 5, 7, 8, 9, 11, 12, 14, 18,	7, 12	7, 9, 11, 12	22	37	12	12	16, 25	3, 5, 7, 8, 9, 11, 12, 14, 18,	35, 36, 37	12	က	7	8	6	11
2/22/1995	2/16/1988	3/15/1946	8/31/1995	3/3/1988	4/2/1981	4/28/1959	12/26/1996	9/20/1993	12/4/1995	2/24/1995			2/18/1988	10/12/1948	11/8/1978		1/18/2005	2/17/1978		2/23/1995	4/4/1988	1/12/1993	8/1/1980	9/20/1988	9/23/1988	9/23/1988	9/23/1988	9/23/1988
141324	109250	20775	95586372	1452667	1694199	2656	M8235	7019	39549417.6	39508466	983196	698807	1185679	605874	DD644116	3873	A35418	4871	14668	123154	88652	112274	34/1980	59026	58592	58588	58602	59021
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FINLAND	FINLAND	FINLAND	FRANCE	FRANCE	FRANCE	GAMBIA	GEORGIA REPUBLIC	GEORGIA REPUBLIC	GERMANY	GERMANY	GERMANY	GERMANY	GERMANY	GERMANY	GERMANY	GHANA	GHANA	GIBRALTAR	GREECE	GREECE	GREECE	GREECE	GRENADA	GUATEMALA	GUATEMALA	GUATEMALA	GUATEMALA	GUATEMALA
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	41	18	20	21	22	24	25	26	28	34	35	37	12	12	Э	7	80	6	11	14	18	20	21	22	22	24	25	26	28	34	12	3	7	8
	9/23/1988	9/23/1988	9/23/1988	9/27/1988	9/26/1988	9/26/1988	9/26/1988	9/27/1988	10/12/1988	10/12/1988	9/26/1988	9/26/1988	2/17/1978		2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988		2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988		4/19/1990	4/19/1990	4/19/1990
7743	59020	59842	58589	59019	58591	58593	59015	59018	59776	59775	58583	59014	GT1435	38	12778A	12779A	12771A	12770A	12769A	12777A	12774A	12773A	12775A	2588A	12776A	12765A	12766A	12767A	12772A	12768A	357REG138	54120	54119	54122
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GUATEMALA	GUERNSEY	GUINEA BISSAU	GUYANA	HAITI	HONDURAS	HONDURAS	HONDURAS																											
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	daar	JEEP														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC														

6	7-	12	14	18	20	21	22	24	25	26	28	34	35	37	က	7	∞	6	7-	41	18	20	21	22	24	25	26	28	34	37	12	12	3, 5, 7, 8, 9, 11, 12, 14, 18,
4/19/1990	4/19/1990		4/19/1990	4/19/1990	4/19/1990	4/20/1990	4/19/1990	4/19/1990	4/19/1990	4/19/1990	4/19/1990	4/19/1990	4/19/1990	4/19/1990	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	10/23/1996		4/10/1946	2/23/1988
54121	54118	3818B	54116	54117	54114	54110	54111	54123	54112	54109	54113	54115	1122	1123	814/1989	815/1989	816/1989	9901/1998	7381/95	05101/96	05102/96	05103/96	5104	05105/96	06221/1997	14241/1999	6222/1997	06223/1997	06224/1997	200002963	118280	48/1946	285/1988
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HONDURAS	HONG KONG	HUNGARY	ICELAND	ICELAND																													
JEEP																																	
CHRYSLER LLC																																	

35, 37	က	8	6	1-	12	4	18	20	21	22	24	25	26	28	34	35, 37	36, 42	25	28	12	7, 12, 35, 37	7, 12, 35, 37, 39	3	7	∞	6	1-	12	41	16	18	20	21
	2/16/1988	2/16/1988	2/16/1988	2/16/1988	3/2/1943	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	2/16/1988	9/19/2003	10/7/2005	3/15/1999	3/15/1999	2/8/1992		10/4/1977	3/22/1988	3/22/1988	3/22/1988	3/22/1988	3/22/1988		3/22/1988	2/22/1995	3/22/1988	3/22/1988	3/22/1988
143/1975	485925	485929	485917	485922	12813	485930	485921	485918	485920	485928	485923	485927	485926	485919	485924	1238381	1390162	459298	455781	70820	3168/2092	48089	133291	133292	133293	133294	133295	41823	133296	168320	133297	133298	133299
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ICELAND	INDIA	INDONESIA	INDONESIA	IRAN	IRAN	IRAN	IRELAND																										
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																					
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																					

22	24	25	26	28	34	37	ဒ	7	6	1-	12	4	18	20	21	22	24	25	26	28	34	35	37	12	16	28	3, 12, 18, 25	3, 18, 25	3, 5, 7, 9, 11, 14	35, 37	3	7	80
3/22/1988	3/22/1988	3/22/1988	3/22/1988	3/22/1988	3/22/1988	10/16/1996	2/5/1988	2/5/1988	2/5/1988	2/5/1988	3/10/1943	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	2/5/1988	7/15/1987		3/2/1995	6/30/1978	1/12/1995	1/29/1988	3/11/1988		5/4/1988	5/4/1988	5/4/1988
133300	133301	133302	133303	133304	133305	209008	68437	68438	68439	68440	6171	68441	68442	68443	68444	68445	68446	68447	68448	68449	68450	68451	66816	741033	735888	831847	735809	825165	820631	735718	24760	29205	24766
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IRELAND	ISRAEL	ITALY	ITALY	ITALY	ITALY	ITALY	ITALY	ITALY	JAMAICA	JAMAICA	JAMAICA																						
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																											

б	17	12	41	18	20	21	22	24	25	26	28	34	6	12	37	1, 2, 3, 4, 5, 8, 9, 10, 16, 1	1, 5, 9, 10, 12	14, 34	17, 24, 26	3, 30	3, 6, 8, 11, 14, 16, 17, 18, 2	4, 5, 6, 8, 10, 14, 16, 18, 19	6, 11, 14, 16, 17, 19, 20, 21,	6, 14, 18, 21, 22, 25, 26	6, 7, 8, 9, 11, 12, 15, 16, 17
5/4/1988	5/4/1988	12/3/1946	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/4/1988	5/29/1984	6/7/1974	9/25/1992	2/27/1988	2/27/1988	2/27/1988	2/27/1988	2/27/1988	2/27/1988	2/27/1988	2/27/1988	11/24/1987	11/12/1973
22797	22807	4747	22813	22815	22822	22806	B24565	23076	23037	23077	23078	23081	2027802	2434659	3069379	2362279	2362280	2362285	2304567	2542159	2416681	2362281	2362282	2362275	1286579
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JAMAICA	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN												
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																

6, 8, 14, 18, 21, 26	6, 8, 9, 15, 18, 19, 20, 21, 2	7, 8, 9, 10, 11, 12, 16, 17, 2	9, 14	9, 21, 25	12	12	25	28	37	7, 9, 11, 12, 37	က	7	∞	o	17	41	18	20	21	22	22	24	25	26	28	34	12	12
11/12/1987	2/27/1988	3/27/1987	2/27/1988	10/27/1987	2/17/1978	9/28/1994	3/8/1997	3/8/1997	12/6/1999	8/24/1993	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988		3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988	3/23/1988		5/9/2001
2281689	2362284	2362272	2362283	2278847	4440	36769	44597	44596	62656	5977	36168	36169	36170	36171	36172	36173	36174	36175	36176	KE/T/1946/003291	36177	36178	36179	36180	36181	36182	1292	22736
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JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JERSEY	JORDAN	JORDAN	JORDAN	JORDAN	KAZAKHSTAN	KENYA	KENYA	KENYA	KENYA	KENYA	KENYA	KENYA	KIRIBATI	KOREA (NORTH) (DPR KOREA)									
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	del	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

37	25	35	37	14	105	18, 20, 21, 25, 26	3, 8, 9, 16, 21, 26	6, 16, 17, 18, 19, 20, 21, 22	6, 9, 18, 19, 21, 22, 25, 27,	7, 8, 9, 10, 11, 17, 21	7, 12	7	o	11	12	25	28	12, 37	12	37	7, 9, 11, 12, 37	12, 37	9	7	o	11	12	12
11/8/1996	1/17/2002			8/26/2003		7/28/1992	3/3/1988	3/3/1988	3/3/1988	3/3/1988	9/26/2008	9/16/1992	9/16/1992	9/16/1992	10/17/1992	6/27/2001	11/30/1999	11/19/1996	10/29/1996	10/29/1996	8/9/1993	11/25/1996						
9329	591038	1229	3416	107738	1228	268608	172385	176824	177706	178007	2788/R	23734	23735	23951	30451	41697	37779	4217	4698	4697	M33973	70787	LS/M/94/00484	LS/M/94/00949	LS/M/94/00946	LS/M/94/00947	LS/M/95/00948	LS/M/91/00505
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KOREA (NORTH) (DPR KOREA)	KOREA (SOÚTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOSOVO	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KYRGYZSTAN	LAOS	LAOS	LATVIA	LEBANON	LESOTHO	LESOTHO	LESOTHO	LESOTHO	LESOTHO	LESOTHO				
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12, 37	12	37	12	25, 28	7, 9, 11, 12, 37	12	12	12	12	က	7	∞	6	17	41	18	20	21	22	24	25	26	28	34	36	37	37		28		16	6	27
	1/19/2006	1/19/2006		10/18/1996	8/20/1993	10/23/1996	1/11/1999			3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	3/17/1988	12/31/1997	12/31/1997	1/15/2001	6/24/1947	3/18/1992		7/25/2006	12/12/2006	12/19/2006
LR/M/2005/00126	5999	5998	5773	31385	22945	7207	3211	1007/59	M/021994	88/01202	88/01203	88/01204	88001205	88/01206	88/01207	88/01208	88/01209	88/01210	88/01211	88/01212	88/01213	88/01214	88001215	88/01216	97022215	97022212	32972	4197	A34#14	A/5#211	944187	967082	968628
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LIBERIA	LIBYA	LIBYA	LIECHTENSTEIN	LITHUANIA	LITHUANIA	MACEDONIA	MADAGASCAR	MALAWI	MALAYA	MALAYSIA	MALTA & GOZO	MALTA & GOZO	MAURITIUS	MAURITIUS	Mexico	Mexico	Mexico																
JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

37	18	6	28	∞	O	4	14	20	12	17	25	4	18	24	10	25	35	35	9	37	42	14	12	12	12	12	7	12	7	12	7	12	12
1/20/2005	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/29/2003	4/28/2003	7/4/1996	7/29/1996	3/31/1998	4/11/1990	10/28/1997		1/1/1986		3/31/1943					10/26/1987
189398	355824	354890	354891	354892	354974	355826	355827	355830	355831	362413	355832	355833	355891	355892	355893	354976	354731	354977	360460	525094	527349	574842	815458622	9548	2107134	14919	532155	REN/RDC/2672/97	48233	48259	423179	423180	1206-M
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Mexico	BRAZIL	KOREA (NORTH) (DPR KOREA)	ARGENTINA	ARUBA	CHILE	CONGO	COSTA RICA	COSTA RICA	INDONESIA	INDONESIA	MACAO																						
JEEP	JEEP (LABEL)	JEEP (STYLIZED) I	JEEP (STYLIZED) II		JEEP (STYLIZED) II																												
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																								

12	35	3	6	17	12	14	18	21	24	25	28	37	42	<b>←</b>	2	9	9	18	35	36	37	40	41	43	44	45	56	65	29	71	74	75	92	78
7/21/2004	8/26/2004	7/31/2001	6/29/2001	5/24/2001	6/20/2001	6/20/2001	10/30/2001	4/30/2001	4/30/2002	6/29/2001	5/31/2001	6/29/2001	7/25/2001	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	8/16/1988	3/10/1988	3/10/1988	3/10/1988	3/10/1988	7/27/1988	3/10/1988	7/27/1988	3/10/1988
1297462	673955	709678	705704	699296	702648	702647	720676	697685	744143	705702	701656	705703	706749	417171	32213	423272	32551	415633	423608	425235	420335	416200	416376	422299	420590	434974	423973	443120	421022	502572	435286	418571	437644	418649
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INDIA	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)
JEEP (STYLIZED) III	JEEP (STYLIZED) III		JEEP (STYLIZED) III	JEEP (STYLIZED) IV	JEEP (STYLIZED) IV		JEEP (STYLIZED) IV	JEEP (STYLIZED) IV	JEEP (STYLIZED) IV		JEEP (STYLIZED) IV		JEEP (STYLIZED) IV	JEEP (STYLIZED) IV	JEEP (STYLIZED) IV		JEEP (STYLIZED) IV		JEEP (STYLIZED) IV	JEEP (STYLIZED) IV														
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

79	18	84	87	88	06	91	22		35	35	1, 9, 10	14, 34	3, 21	3, 8, 10, 14, 21	4, 11, 14, 21	6, 14, 20, 21, 22, 24, 27	6, 8, 11, 16, 20, 21, 24, 26	6, 9, 10, 14, 16, 17, 21, 25,		14	4		12, 28, 35, 41	25	12	12	28	12, 35, 41	12
3/10/1988	3/10/1988	8/31/1989	3/10/1988	3/10/1988	3/10/1988	3/10/1988	11/27/1947	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	3/3/1988	1/9/2003	1/26/1999	9/27/1996	8/29/2005	4/6/2004	10/9/2006	11/19/2002	4/11/1990	8/28/1991	2/14/2003	5/31/1999
422796	424385	504605	416933	416965	419934	421539	19480362	172688	9472	169331	169846	174637	175682	175693	173574	173171	173170	184442	TMA573329	821151940	532689	TMA646855	3749421	956999	769051	815458614	816318166	3054186	1191113
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CHINA (TAIWAN)	HONG KONG	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	KOREA (SOUTH)	Canada	BRAZIL	Mexico	Canada	EUROPEAN COMMUNITY	Mexico	Mexico	BRAZIL	BRAZIL	EUROPEAN COMMUNITY	EUROPEAN COMMUNITY												
JEEP (STYLIZED) IV	JEEP (STYLIZED) V	JEEP (STYLIZED) V	JEEP (STYLIZED) V	JEEP (STYLIZED) V	JEEP (STYLIZED) V	JEEP 101	JEEP ADVENTURE	JEEP AND DESIGN	JEEP AND GRILLE DESIGN	JEEP AND STAR FORMED BY TRIANGLE	JEEP AND STAR FORMED BY TRIANGLE	JEEP CAMP AND GRILL LOGO	JEEP CHEROKEE																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

12	12, 37	12, 37	12	12	37	12	12	14	12	12	12	12	12	12	12	12	12	12	37	12	12	12	12	12	12	12	12	12	12		36, 39	12	41	
3/12/1998	7/24/1991	7/24/1991	11/1/1983	10/25/1994	10/25/1994	1/13/1995		7/22/2004	3/27/2001	12/24/2003	6/27/2005	1/7/2004	3/3/2006	12/28/2003	12/23/2003	12/29/2003	11/18/2004	6/27/2007	6/27/2007	11/4/2005	4/19/2005	6/11/2006	9/8/2006	4/13/2004	2/1/2006	12/5/2005	3/30/2005	12/27/2005	3/2/2008	6/25/1991	8/16/2000	5/28/2003	1/26/1999	4/17/2008
200207582	2005746	2005745	A399265	26488	4268	3302713	KE/T/1981/029070	30441897	691264	60899	827479883	52513	5188276	163887	3594108	13086	1177512	6133053	6133055	104278-C	1189398	187876	81BOOK77	304 21 038	300574489	104/2006	179521	5002177	97807	TMA214501	VR 2002 01437	793207	821151932	TMA712,158
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HONG KONG	GERMANY	GERMANY	AUSTRALIA	BULGARIA	BULGARIA	JAPAN	KENYA	GERMANY	Mexico	ALGERIA	BRAZIL	BULGARIA	CHINA	EGYPT	EUROPEAN COMMUNITY	LIECHTENSTEIN	CHINA (TAIWAN)	CHINA	CHINA	BOLIVIA	CHINA (TAIWAN)	EGYPT	EL SALVADOR	GERMANY	HONG KONG	ICELAND	ISRAEL	JAPAN	JORDAN	Canada	DENMARK	Mexico	BRAZIL	Canada
JEEP CHEROKEE	JEEP CHEROKEE CHIEFTAIN	JEEP CHEROKEE PERFORMANCE	JEEP CJ	JEEP CLUB DEUTSCHLAND AND DESIGN	JEEP COMANCHE	JEEP COMMANDER	JEEP COMMANDER	JEEP COMPASS	JEEP COMPASS IN CHINESE CHARACTERS	JEEP COMPASS IN CHINESE CHARACTERS	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP CRD	JEEP DESIGN	JEEP EASYLEASING	JEEP EXCITE	JEEP EXPERIENCE	JEEP FREEDOM TOP									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC

12	12	12	12	28	12	12	12	12		12	12	12	37	12	9	7	6	7-	12	9	6	16	6	37	6, 9, 12, 13, 20	9, 20, 21, 24, 25	9, 20, 21, 28	12, 37	12	12	12	12
6/13/2005	3/15/2007	7/24/2006	4/29/1997	7/20/2000	4/9/1997	7/24/2006	7/24/2006	6/26/1997	6/17/2008	6/23/2005	6/13/2005	6/3/1996	6/3/1996	2/24/2001	10/15/2007	6/24/1992		6/24/1992	6/24/1992	10/22/1991	1/18/2000	6/1/1999	5/29/1984	9/25/1992	5/29/1984	6/27/1991	6/27/1991	5/10/2002	11/4/2007	11/5/2007	11/1/2007	11/5/2007
885221	2217534	5497173	525048	1765726	97672683	1472357	5040751	551647	1399979	300444564	885222	101515	101516	40298	6323086	649510	646520	647579	647624	57223	1012798	914307	2027803	3069380	2511982	2629036	2617469	8028	72880	Z20072091	208706	6405021
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Mexico	ARGENTINA	CHINA	EUROPEAN COMMUNITY	EUROPEAN COMMUNITY	FRANCE	INDIA	JAPAN	Mexico	Canada	HONG KONG	Mexico	EGYPT	EGYPT	KUWAIT	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	KOREA (SOUTH)	ALGERIA	CROATIA	EGYPT	EUROPEAN COMMUNITY
JEEP GLADIATOR	JEEP GRILLE DESIGN (Distinguis	JEEP HEMI	JEEP HURRICANE	JEEP IN ARABIC I	JEEP IN ARABIC I	JEEP IN ARABIC II	JEEP IN CHINESE CHARACTERS	JEEP IN KATAKANA	JEEP IN KATAKANA	JEEP IN KATAKANA	JEEP IN KATAKANA	JEEP IN KATAKANA	JEEP IN KOREAN CHARACTERS	JEEP J8	JEEP J8	JEEP J8	JEEP J8															
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12	12	12	41	41	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
11/1/2007	11/7/2007	11/14/2007	11/14/2007	7/14/2008	1/9/2009	1/26/1999	3/31/1998	1/5/1990	11/2/1983	11/30/2005	11/17/2000	11/23/2000	11/27/2000	6/12/2003	11/28/2000	11/23/2000	11/21/2000	11/17/2000	11/27/2000	12/14/2000	11/27/2000	11/29/2000	11/21/2000	8/26/2002	11/17/2000	11/17/2000	12/14/2000	11/20/2000	11/17/2000	11/24/2000	11/16/2000	11/21/2000	1/4/2001	11/21/2000
205263	26096	A62373	62373	15370	1078042	821151924	574841	526502	399353	5121515	196339	2001/0415	28838	82/12682	16610	701436	85170	BAZ004654	33677	42648	602690	1689912	42111	269310	5758/7978	Z20001628	58817	260180	VR2001/00997	139108	13376/01	138440	214 BOOK 184	35515
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ISRAEL	JORDAN	KENYA	KENYA	LIBYA	Mexico	BRAZIL	Mexico	AUSTRALIA	AUSTRALIA	COLOMBIA	AUSTRIA	AZERBAIJAN	BAHRAIN	BARBADOS	BELARUS	BENELUX	BOLIVIA	BOSNIA & HERZEGOVINA	BRUNEI	BULGARIA	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	CYPRUS	CZECH REPUBLIC	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	ESTONIA
JEEP J8	JEEP JAMBOREE	JEEP JAMBOREE	JEEP LARAMIE	JEEP LAREDO	JEEP LAREDO	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY												
CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC						

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	7, 12	12	12	20		12	12	12	12	12	12	12	35, 42	12
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11/20/2000	11/20/2000	11/21/2000	11/20/2000	2/1/2001	8/2/2002	11/20/2000	11/24/2000	11/14/2000	11/20/2000	11/30/2000	11/14/2000	11/16/2000	11/22/2000	12/6/2000	11/27/2000	11/22/2000	10/13/2001	11/16/2000	12/19/2000	11/17/2000	11/25/2000	11/22/2000	8/11/2003		11/9/2004	9/29/2006	10/24/2006	11/16/2004	12/16/2003	11/22/1993	3/22/1994	4/23/1998	8/14/2007
228448	3065539	30085362	145665	128727	87882	200308613	164922	261/2001	971499	496001	219530	144000	932323	59770	13153	527466	44632	M48790	85855	43606	2000/16968	32544	803258		826806627	06-098547	958704	4126702	30366487	VR1994/01882	4017969	594457	6220053
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FINLAND	FRANCE	GERMANY	GREECE	GUATEMALA	HONDURAS	HONG KONG	HUNGARY	ICELAND	INDIA	INDONESIA	IRELAND	ISRAEL	ITALY	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KUWAIT	LATVIA	LEBANON	LITHUANIA	MALAYSIA	MALTA & GOZO	Mexico	Canada	BRAZIL	COLOMBIA	Mexico	EUROPEAN COMMUNITY	GERMANY	DENMARK	JAPAN	CHILE	CHINA
JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY	JEEP LIBERTY RENEGADE	JEEP NEWS	JEEP PATRIOT	JEEP PATRIOT	JEEP PATRIOT	JEEP RESCUE	JEEP RESCUE	JEEP SAHARA	JEEP SAHARA	JEEP STORE	JEEP SUV AND ORIGINALLY CREATED IN CHINESE																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																

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37	12		12	35		28	12	12	28	12	37	12	37	12	37	12	37	37	12	12	37	12	8
8/14/2007	11/26/2003	6/26/1997	10/15/2002	6/29/2000	4/17/2008	4/25/2006	2/3/2003	9/30/1999	10/11/2005	2/1/2008	2/1/2008	2/1/2008	2/1/2008	2/1/2008	2/1/2008	2/1/2008	2/1/2008	2/1/2008	9/30/1999	2/1/2008	2/1/2008	2/1/2008	4/29/2003
6220054	815438	TMA478232	824944054	662452	TMA712,121	5313685	360757	626729	903449	6542454	6542453	6542451	6542452	6542456	6542455	6542440	6542441	6542457	626728	6542447	6542448	6542442	355825
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CHINA	Mexico	Canada	BRAZIL	Mexico	Canada	CHINA	COLOMBIA	Mexico	Mexico	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA	Mexico	CHINA	CHINA	CHINA	Mexico
JEEP SUV AND ORIGINALLY CREATED IN CHINESE	JEEP TREO	JEEP WATCHES AND DESIGN	JEEP WILLYS	JEEP WORKS	JEEP WRANGLER (JEEP STYLIZED & MU MA REN IN CHINESE)	JEEP WRANGLER (JEEP STYLIZED & MU MA REN IN CHINESE)	JEEP WRANGLER (JEEP STYLIZED & MU MA REN LIANG MEN KUAN IN CHINESE)	JEEP WRANGLER (JEEP STYLIZED & MU MA REN LIANG MEN KUAN IN CHINESE)	JEEP WRANGLER (JI PU MU MA REN IN CHINESE)	JEEP WRANGLER (JI PU MU MA REN IN CHINESE)	JEEP WRANGLER (JI PU MU MA REN LIANG MEN KUAN IN CHINESE)	JEEP WRANGLER (JI PU MU MA REN LIANG MEN KUAN IN CHINESE)	JEEP WRANGLER (JI PU MU MA REN LIANG MEN KUAN IN CHINESE)	JEEP WRANGLER SAHARA	JEEP WRANGLER UNLIMITED (JEEP STYLIZED & MU MA REN SI MEN KUAN IN CHINESE)	JEEP WRANGLER UNLIMITED (JEEP STYLIZED & MU MA REN SI MEN KUAN IN CHINESE)	JEEP WRANGLER UNLIMITED (JI PU MU MA REN SI MEN KUAN IN CHINESE)	JEEP*					
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC

21	11	က	က	6	25	25	24	25	24, 25, 35	25	24	24	25	24	25	25	24, 25	25	25	25		12	12	12	12	12	12	12	12	12	12	12	12	
4/29/2003	4/29/2003	4/29/2003	4/29/2003	3/22/2004	2/20/1974	7/19/1976	4/7/1978	6/19/1978	10/11/1977	5/5/1999	9/30/1977		10/31/1975	9/30/1977	9/30/1977	7/30/1976	10/10/1956	10/27/1981		5/9/1950	6/16/1997			3/24/1997	1/30/2002	8/29/2007	8/27/2007	1/24/2008	9/24/2007	8/27/2007	8/29/2007	8/29/2007	5/15/2008	
355828	355829	356184	354975	825841	A276288	341316	8456	8504	163786	99790333	109021	A109023	89322	44827	44826	786385	A/20#37	A109022	19600366	102424	TMA151472	35833	14840BOOK37	1257/1997	733074	2768908	1195406	62810	81/23652	115881C	829290974	38916	TMA714535	
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Mexico	Mexico	Mexico	Mexico	Mexico	AUSTRALIA	BENELUX	BERMUDA	BERMUDA	CZECH REPUBLIC	FRANCE	IRELAND	IRELAND	IRELAND	ISRAEL	ISRAEL	ITALY	MAURITIUS	IRELAND	HONG KONG	AUSTRALIA	Canada	COSTA RICA	EL SALVADOR	ICELAND	Mexico	ARGENTINA	AUSTRALIA	BAHRAIN	BARBADOS	BOLIVIA	BRAZIL	BRUNEI	Canada	i
JEEP*	JEEP*	JEEP*	JEEP*	JEEP*	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS	JEEPERS & TAB DEVICE	JEEPERS (STYLIZED)	JEEPS AND LABEL DESIGN	JEEPSTER	JEEPSTER	JEEPSTER	JEEPSTER	JEEPSTER	JOURNEY								
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC										

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	22	12	12	12	12	7		12	12	82	12	12	12
8/29/2007	8/29/2007	11/7/2007	8/29/2007	9/17/2007	9/13/2007	8/27/2007	8/27/2007	8/27/2007	3/9/1999	8/28/2007	9/12/2007	8/31/2007	9/4/2007	8/27/2007	11/4/2007	12/27/2007	8/29/2007	8/29/2007	3/30/1999		1/4/1990	4/25/1998	2/8/1998	4/21/1998	1/4/1990	2/2/1998	6/28/1990	12/24/1993	1/8/1990	3/30/1998	1/10/1990	1/4/1990	3/9/1998	2/10/1998
1312601	353167	175620	Z20071603	165206	2268-08	206063	44/109	6233357	39913640	7134	105667	1596628	2007029484	203380	95794	114197	14559	7017018	605223		131460	20626	23196	81/12999	471413	71325	815558538	TMA421328	569544	1292039	489661	145453	49870	218426
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12	12	12	12	12	12	12	12	12	12	6, 9, 12, 13, 19, 20, 22	12	12	12	37	12	12	12	12	12	12	12	12	12	12	12	12		12	12	12	12	12	12
6/12/1991	2/24/1998	2/13/1998	2/10/1998	3/11/1998	2/12/1999	3/12/1998	3/3/1998	3/19/1998	3/1/1998	10/8/1981	6/1/1992	3/24/1998	3/30/1998	3/6/1998	7/8/2006	6/17/1998	5/29/1998	4/16/1998	3/19/1998	8/8/2008	6/10/1996	8/26/1971	8/8/1990	4/2/1996	7/14/1976	6/1/1992	4/18/1995	11/17/2000	11/23/2000	11/27/2000	1/8/2001	11/28/2000	11/23/2000
80045	202BOOK136	33029	743658	95597	75629	1999B06825	793541	434517	118204	1700690	30342	11143	KE/T/1998/047207	448372	78394	76133	98006554	28481	A/42NO.316	953716	265191	56986	593781	188342	1402787	30344	TMA243659	196338	2001/0416	28839	81/12681	16611	687578
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EGYPT	EL SALVADOR	ESTONIA	EUROPEAN COMMUNITY	GUATEMALA	HONDURAS	HONG KONG	INDIA	INDONESIA	ISRAEL	JAPAN	JORDAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	KUWAIT	LEBANON	MALAYSIA	MALTA & GOZO	MAURITIUS	Mexico	Mexico	BENELUX	ITALY	EUROPEAN COMMUNITY	JAPAN	JORDAN	Canada	AUSTRIA	AZERBAIJAN	BAHRAIN	BARBADOS	BELARUS	BENELUX
LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LAREDO	LE BARON	LE BARON	LE BARON (SPECIAL FORM)	LE BARON AND KATAKANA EQUIVALENT	LEBARON	LEBARON (SPECIAL FORM)	LIBERTY	LIBERTY	LIBERTY	LIBERTY	LIBERTY	LIBERTY
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

100
Canada
Canada
LIBERTY

12	7, 12	12	12	12	12	12	12	12	12	12	7	7	12			12	7	12	12	35		7	∞	6	17	12	37	7, 9, 11, 12, 37	7, 9, 11, 12	17	37	7, 9, 11, 37
12/19/2000	11/17/2000	11/25/2000	11/22/2000	1/31/2001	10/17/2007	2/11/2002	7/24/2006	7/24/2006	8/11/2006	9/28/2006	1/20/1997	7/9/1986	1/20/1997	9/21/1994	9/24/1993	12/27/2002	5/13/2002	1/4/2004	9/26/1995	3/28/2000	10/5/1999	5/13/1988	12/11/1995	2/5/1998	2/5/1998	6/11/1990	2/5/1998	8/18/2006	1/1/1986		2/2/1998	1/19/1987
85854	43605	2000/16969	32545	686468	1367825	734142	5497172	1472356	5045832	955960	819619825	812692110	200015915	TMA236160	TMA417288	667293	462549	451935	505100	648190	TMA295866	2027163	2165397	1736553	1736552	1887472	1728697	11362	13932	A240525	754017	116388
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LEBANON	LITHUANIA	MALAYSIA	MALTA & GOZO	Mexico	Canada	Mexico	CHINA	INDIA	JAPAN	Mexico	BRAZIL	BRAZIL	BRAZIL	Canada	Canada	CHILE	Mexico	Mexico	Mexico	Mexico	Canada	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARMENIA	ARUBA	AUSTRALIA	AUSTRALIA	AUSTRIA
LIBERTY	LIBERTY	LIBERTY	LIBERTY	LIBERTY	LIBERTY COUNTRY	LIBERTY COUNTRY	LIBERTY GRILLE DESIGN	LIBERTY GRILLE DESIGN	LIBERTY GRILLE DESIGN	LIBERTY LATITUDE	MAGNUM	MAGNUM FORCE	MINI RAM VAN	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR														
CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC					

7, 9, 11, 12, 37	7	6		12	37	က	4	12	7	6	1-	12	37	7, 9, 11, 12, 37	37	-	4	7	6	1-	12	17	37	7	7	12	7	6		12	37	37
8/15/2006	9/16/1992	9/16/1992	9/16/1992	9/16/1992	9/16/1992	11/3/1948			4/6/2000	4/6/2000	4/21/1998	4/6/2000	4/6/2000	2/13/1998	1/19/1987					12/7/1998	12/7/1998		12/7/1998	1/20/1997	3/3/1998	1/20/1997	2/14/1998	2/14/1998	2/14/1998	2/14/1998	8/8/2000	2/20/1998
20061110	15485	15486	15487	15488	1074	8928	8929	8930	81/13007	81/13008	81/13009	81/13010	81/13011	12693	424583	55503A	55500A	55501A	55502A	71494	71488	55655A	71776	819619817	820531804	200018353	24147	24063	25257	26903	33314	7085
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AZERBAIJAN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BANGLADESH	BANGLADESH	BANGLADESH	BARBADOS	BARBADOS	BARBADOS	BARBADOS	BARBADOS	BELARUS	BENELUX	BOLIVIA	BRAZIL	BRAZIL	BRAZIL	BRUNEI	BRUNEI	BRUNEI	BRUNEI	BRUNEI	BULGARIA							
MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

CHRYSLER LLC	MOPAR	BULGARIA	2	34363	2/20/1998	7, 9, 11, 12
Chrysler LLC	MOPAR	Canada	<b>~</b>	UCA32855	4/3/1991	
CHRYSLER LLC	MOPAR	CHILE	~	379894		12
CHRYSLER LLC	MOPAR	CHILE	ď	522046	2/9/1998	37
CHRYSLER LLC	MOPAR	CHILE	~	522045	2/9/1998	7, 9, 11
CHRYSLER LLC	MOPAR	CHINA	ď	649512	6/24/1992	7
CHRYSLER LLC	MOPAR	CHINA	ď	646518	6/24/1992	6
CHRYSLER LLC	MOPAR	CHINA	α.	645432	6/24/1992	-
CHRYSLER LLC	MOPAR	CHINA	α.	647625	6/24/1992	12
CHRYSLER LLC	MOPAR	CHINA	α.	849936	10/22/1994	37
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	α.	849676	8/15/1997	7
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	α.	821295	8/15/1997	6
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	α.	879696	8/15/1997	
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	α.	816795	4/20/1996	12
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	α.	707161	1/24/1995	12
CHRYSLER LLC	MOPAR	CHINA (TAIWAN)	~	88159	4/20/1996	37
CHRYSLER LLC	MOPAR	COLOMBIA	~	37861A		7
CHRYSLER LLC	MOPAR	COLOMBIA	~	211656	2/16/1998	o
CHRYSLER LLC	MOPAR	COLOMBIA	ď	37861C		7-
CHRYSLER LLC	MOPAR	COLOMBIA	ď	14387		12
CHRYSLER LLC	MOPAR	COLOMBIA	~	210664	2/16/1998	37
CHRYSLER LLC	MOPAR	CONGO	~	6592/98	5/8/1998	12
CHRYSLER LLC	MOPAR	COSTA RICA	~	943		12
CHRYSLER LLC	MOPAR	CUBA	ď	112782A	11/3/1978	7
CHRYSLER LLC	MOPAR	CUBA	ď	112782B	11/3/1978	o
CHRYSLER LLC	MOPAR	CUBA	ď	113489	1/7/1980	12
CHRYSLER LLC	MOPAR	CUBA	ď	112782	11/3/1978	12
CHRYSLER LLC	MOPAR	CYPRUS	<u>د</u>	49860	3/9/1998	7
CHRYSLER LLC	MOPAR	CYPRUS	~	49861	3/9/1998	o
CHRYSLER LLC	MOPAR	CYPRUS	ď	49862	3/9/1998	11
CHRYSLER LLC	MOPAR	CYPRUS	ď	49863	3/9/1998	12
CHRYSLER LLC	MOPAR	CYPRUS	ď	49864	3/9/1998	37
CHRYSLER LLC	MOPAR	CZECH REPUBLIC	α.	218424	2/10/1998	37
CHRYSLER LLC	MOPAR	CZECH REPUBLIC	α.	219623	2/10/1998	7, 9, 11, 12
CHRYSLER LLC	MOPAR	DOMINICAN REPUBLIC	ď	102564	11/19/1998	20

22	25	34	70		7	6	1-	12	37	7, 9, 11, 12, 37	7, 9, 11, 12, 37	9	37	1, 2, 3, 4, 7, 8, 9, 11, 12, 1	7, 9, 11, 12, 37	11, 12, 37	37	7, 9	12	12	-	2	က	4	9	7	∞	6	1.	12
11/19/1998		11/19/1998	11/19/1998		2/23/1998	2/23/1998	2/23/1998	2/23/1998	2/23/1998	2/13/1998	4/2/1996		1/19/1987		8/15/2006	1/23/1987	1/12/1993								9/11/1978					
102334	10381	102355	102509	2586	113017	113018	113019	113020	113021	29514	188318	2324	105514	1367073	17825	1125662	112276	23158	4801	4800	26773	26779	26772	26771	45418	26770	26778	26748	26749	26743
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DOMINICAN REPUBLIC	DOMINICAN REPUBLIC	DOMINICAN REPUBLIC	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EGYPT	EGYPT	EGYPT	EGYPT	ESTONIA	EUROPEAN COMMUNITY	FIJI ISLANDS	FINLAND	FRANCE	GEORGIA REPUBLIC	GERMANY	GREECE	GREECE	GUATEMALA	GUATEMALA	HONDURAS									
MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

7, 9, 11, 12, 37	7, 9, 11, 12, 37	7, 9, 11, 12, 37	က	4	12	35, 37	9	7	6	6	17	12	12	17	9	7	6	17	12	17	7	0	1-	12	37	7, 12	7, 9, 11, 37	12	7	6	11	12
3/11/1998	3/17/1998	7/18/1978				9/19/2003										1/20/1987		1/20/1987			3/1/1998	3/1/1998	3/1/1998	4/15/1970	3/1/1998		1/23/1987	4/20/1979	4/7/1998	12/2/1987	4/7/1998	4/7/1998
5878/1999	159853	373/1978	131214	131215	131216	1238382	444803	444806	444801	444807	444808	444805	444802	444804	69762	122388	69763	A122389	69764	69765	118206	118207	118208	15254	118209	775897	797417	19091	4327582	2218014	4332617	4278414
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HONG KONG	HUNGARY	ICELAND	INDIA	INDIA	INDIA	INDIA	INDONESIA	IRELAND	IRELAND	IRELAND	IRELAND	IRELAND	IRELAND	ISRAEL	ISRAEL	ISRAEL	ISRAEL	ISRAEL	ITALY	ITALY	JAMAICA	JAPAN	NAPAL	NAPAL	JAPAN							
MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	37	42	7	17	6	7	6	1	12	7	6	11	12	37	7, 9, 11, 12, 17	9	∞	6	12	7, 9, 11, 12, 17, 24	12	7, 12	6, 7, 9, 12	7	12	9, 11, 12, 17, 20, 24, 34	7	12	9	7
7/22/2001	7/22/2001	7/23/1996	7/29/1996	9/30/1997	9/30/1997	9/30/1997		1/15/1994	1/15/1994	1/15/1994	8/15/1997	8/15/1997	8/15/1997	8/15/1997	8/15/1997	8/26/1971			5/23/1958		5/10/1958							4/9/1965	4/9/1965		
43062	43063	526985	527350	560240	560241	560242	782470	836767	782545	792515	849675	834943	879695	824531	101553	56843	37861	37861B	REN/RDC/3054/97	944	VR 1958 01385	31954	5899VOL24	18238	4272	4273	95626	M/029838	M/029837	A240523	78536
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Mexico	CHINA	CHINA	CHINA	CHINA	CHINA (TAIWAN)	BENELUX	COLOMBIA	COLOMBIA	CONGO	COSTA RICA	DENMARK	EGYPT	EL SALVADOR	IRAN	JORDAN	JORDAN	LEBANON	MALAYA	MALAYA	AUSTRALIA	AUSTRALIA										
MOPAR	MOPAR (IN CHINESE) II	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II																			
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

6	11	12	10	7	7	7	1, 2, 3, 7, 9, 11, 12, 17	6, 7, 9, 12	12	7	6	1-	12	12	7		12	37	42		7, 9, 11, 12, 37	-	က	4	7	12	37	~	o	35	14	7, 9, 11
			11/21/1952				8/10/1955	11/24/1952		10/17/1992	10/17/1992	10/17/1992	5/20/1996		12/30/1987	9/21/1999	12/2/1987	6/29/2001	7/25/2001	2/21/2006	10/31/2003	4/24/2003	4/24/2003	4/24/2003	4/24/2003	4/24/2003	4/24/2003	8/15/2003	6/25/2003	6/23/2003	8/1/2003	3/8/1989
A240524	A240522	A240521	28398	3559459	2420201	2367068	30086	686143	561	33370	30450	24110	31461	23588//740	5297-M	TMA295235	2276637	705705	706751	TMA659457	3497914	598129	598128	598127	598125	598123	598126	804516	796658	795578	802011	2486981
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AUSTRALIA	AUSTRALIA	AUSTRALIA	AUSTRIA	BRAZIL	BRAZIL	BRAZIL	FINLAND	GERMANY	KOREA (SOUTH)	KUWAIT	KUWAIT	KUWAIT	KUWAIT	LIBERIA	MACAO	Canada	JAPAN	Mexico	Mexico	Canada	EUROPEAN COMMUNITY	Mexico	JAPAN									
MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (SPECIAL FORM) II	MOPAR (STYLIZED)	MOPAR (STYLIZED)	MOPAR (STYLIZED)	MOPAR (STYLIZED)	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND DESIGN	MOPAR AND STAR FORMED BY TRIANGLES							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC							

1, 4	1, 4	1, 4		16	7, 9, 11, 12, 37	7	6	11	12	37	7	-	12	37	7	6	-	12	37	7	37	4		တ		o	9, 12	တ	35	<sub>∞</sub>	6	12
12/21/2006	10/13/2006	1/29/2007	5/15/1997	4/28/2004		6/12/2000	6/12/2000	6/12/2000	6/12/2000	6/12/2000	7/31/2000	7/31/2000	7/31/2000	7/31/2000	6/8/2000	6/8/2000	6/8/2000	6/8/2000	6/8/2000	2/9/2009	9/25/1992	6/30/2006	11/4/2002	1/31/2003	1/15/2004	12/22/2003	12/23/2003	8/8/2003	3/22/2005	12/20/1977	12/20/1977	12/20/1977
1309210	5083187	743272	TMA476405	462972	838035	1689832	1622242	1626043	1977481	1679805	992216	1045618	968062	150525	509438	539348	525213	557811	74916	1082851	3069382	942570	TMA570186	776982	TMA599600	983089	3594074	5136682	872447	96202	96025	96024
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CHINA (TAIWAN)	JAPAN	KOREA (SOUTH)	Canada	Mexico	AUSTRALIA	CHINA	CHINA	CHINA	CHINA	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	CHINA (TAIWAN)	KOREA (SOUTH)	Mexico	JAPAN	Mexico	Canada	Mexico	Canada	AUSTRALIA	EUROPEAN COMMUNITY	JAPAN	Mexico	COLOMBIA	COLOMBIA	COLOMBIA				
MOPAR ATF+4	MOPAR ATF+4	MOPAR ATF+4	MOPAR FIRST QUICK-GUIDE	MOPAR FIRST QUICK-GUIDE	MOPAR GENUINE PARTS	MOPAR HEMI	MOPAR IN KATAKANA	MOPAR MAX PRO	MOPAR PARTS AND DESIGN	MOPAR PARTS POWERPRO	MOPAR PERFORMANCE PARTS		MOPAR POWER PRO AND DESIGN	MOPAR POWER PRO AND DESIGN	MOPAR SPEEDSHOP	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

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1/14/2005	1/10/2005	2/8/2005	7/4/2005	2/3/2005	5/3/2004	1/7/2005	2/4/2005	8/5/2005	1/5/2005	2/7/2005	1/4/2005	6/4/2007	6/27/2006	10/9/2003	2/5/2005	1/7/2005	1/11/2005	2/8/2005	1/5/2005	1/12/2005	1/12/2005	4/11/2004	1/7/2005	10/9/2003	1/4/2005	4/4/2006	1/5/2005	3/1/2005	1/17/2005	1/13/2005	1/6/2005	1/4/2005	1/6/2005	2/14/2005
13059	2187026	1040740	227409	27554	41295	81/20205	769461	41660	103333-C	BAZ058444A	56957	TMA688997	CT3396017	3746519	1232547	158476	Z20050015	288184	VR 2005 01417	148783	152657	166179	139BOOK45	3396017	233588	06/3421078	30500536	150454	136974	94947	300349362	Mar-05	1330356	IDM000094369
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ANGOLA	ARGENTINA	AUSTRALIA	AUSTRIA	BAHAMAS	BAHRAIN	BARBADOS	BENELUX	BERMUDA	BOLIVIA	BOSNIA & HERZEGOVINA	BULGARIA	Canada	CAYMAN ISLANDS	CHINA	CHINA (TAIWAN)	COSTA RICA	CROATIA	CZECH REPUBLIC	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	EUROPEAN COMMUNITY	FINLAND	FRANCE	GERMANY	GREECE	GUATEMALA	HONDURAS	HONG KONG	ICELAND	INDIA	INDONESIA
PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT										
CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC										

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1/5/2005	1/4/2005		1/5/2005	8/4/2005	1/5/2005	3/24/2005	1/4/2005	7/2/2005	8/11/2005	1/7/2005	3/30/2006	1/26/2007	3/5/1991		12/9/1988	12/9/1986 8/7/1998	12/9/1986 8/7/1998 1/8/2000	12/9/1988 8/7/1998 1/8/2000 8/7/1998	12/9/1988 8/7/1998 1/8/2000 8/7/1998	12/9/1988 8/7/1998 1/8/2000 8/7/1998 8/11/1998														
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IRELAND	ISRAEL	ITALY	JAPAN	JORDAN	KAZAKHSTAN	KENYA	KOREA (SOUTH)	KUWAIT	LEBANON	LIECHTENSTEIN	MALAYSIA	Mexico	FRANCE		Mexico	Mexico AUSTRALIA	Mexico AUSTRALIA BARBADOS	Mexico AUSTRALIA BARBADOS BENELUX	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada Canada Canada Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada Canada Canada Canada Canada Canada Canada Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada Canada Canada Canada CANARICA CROATIA DOMINICAN REPUBLIC ECUADOR EGYPT GERMANY INDONESIA ISRAEL	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada CROATIA CROATIA CROATIA CROATIA CROATIA CANANAIT INDONESIA ISRAEL KUWAIT	Mexico AUSTRALIA BARBADOS BENELUX BOLIVIA Canada ISRAEL KUWAIT ILBYA
PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOT	PATRIOTE		POWER RAM	POWER RAM PT CRUISER	POWER RAM PT CRUISER PT CRUISER	POWER RAM PT CRUISER PT CRUISER PT CRUISER	POWER RAM PT CRUISER PT CRUISER PT CRUISER PT CRUISER	POWER RAM PT CRUISER PT CRUISER PT CRUISER PT CRUISER PT CRUISER	POWER RAM PT CRUISER PT CRUISER PT CRUISER PT CRUISER PT CRUISER PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	POWER RAM PT CRUISER	PT CRUISER	PT CRUISER	POWER RAM PT CRUISER	PT CRUISER	PT CRUISER	PT CRUISER
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6/30/1998	9/17/2002	8/1/1995	1/1/1986	2/2/1998		12/11/1979	4/6/2000	12/6/1979		8/3/1995	11/2/1992	5/18/1999	12/10/1979	5/18/2005	10/22/1996	4/8/1987	2/1/1980	3/9/1998	2/10/1998	2/22/1980			12/17/1979	12/12/1979	10/31/2003	12/11/1979		12/11/1979	1/29/1980	4/30/1981	3/19/1998	2/26/1998	3/1/1998	
581261	302 45 822	2134579	13963	754018	93958	9672	81/13015	362627	56745	818677503	TMA128585	TMA291014	633442	4663926	830978	192563	30171	49875	218423	VR1983/01920	30266	3324	56768	92BOOK90	3494961	80675	1566868	1013800	40629/236/96	40827	439352	207370	118211	00000
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Mexico	GERMANY	ARGENTINA	ARUBA	AUSTRALIA	AUSTRIA	BAHAMAS	BARBADOS	BENELUX	BOLIVIA	BRAZIL	Canada	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CYPRUS	CZECH REPUBLIC	DENMARK	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	EUROPEAN COMMUNITY	FINLAND	FRANCE	GERMANY	GUATEMALA	HONDURAS	INDONESIA	IRELAND	ISRAEL	
PT CRUISER	PT CRUISER ROUTE 66	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM	RAM														
Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	

CHRYSLER LLC						3, 12, 25
	RAM	LEBANON	ď	76136	6/17/1998	12
CHRYSLER LLC	RAM	MALTA & GOZO	ď	28471	4/16/1998	12
Chrysler LLC	RAM	Mexico	ď	249112	1/2/2005	9
Chrysler LLC	RAM	Mexico	ď	874024	3/30/2005	28
Chrysler LLC	RAM & DESIGN I	Canada	ď	TMA127967	9/14/1992	12
Chrysler LLC	RAM 1500	Mexico	ď	525986	7/12/1996	12
Chrysler LLC	RAM 2500	Mexico	ď	525987	7/12/1996	12
Chrysler LLC	RAM 3500	Mexico	ď	525988	7/12/1996	12
Chrysler LLC	RAM 4000	Mexico	ď	525989	7/12/1996	12
Chrysler LLC	RAM 5500	Mexico	ď	720273	10/29/2001	12
Chrysler LLC	RAM 6500	Mexico	ď	525990	7/12/1996	12
Chrysler LLC	RAM 7000	Mexico	ď	525991	7/12/1996	12
Chrysler LLC	RAM HEV	Mexico	ď	704244	6/26/2001	12
Chrysler LLC	RAMBOX	Canada	A	1350693	6/7/2007	12
Chrysler LLC	RAMBOX	Mexico	∢	860353	6/8/2007	12
Chrysler LLC	RAMCHARGER	Canada	ď	TMA291015	5/18/1999	
Chrysler LLC	RAMCHARGER	Mexico	ď	414836	6/21/2001	12
Chrysler LLC	RAMINATOR	Canada	ď	TMA641811	6/10/2005	
Chrysler LLC	RAMINATOR	Mexico	ď	733075	1/30/2002	12
Chrysler LLC	RAMINATOR	Mexico	~	733071	1/30/2002	41
Chrysler LLC	RAMMUNITION	Canada	ď	TMA641720	6/9/2005	
Chrysler LLC	RAMMUNITION	Mexico	ď	733073	1/30/2002	12
Chrysler LLC	RAMMUNITION	Mexico	ď	733072	1/30/2002	41
Chrysler LLC	RAMPAGE	Canada	ď	TMA283139	9/9/1998	
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CHRYSLER LLC	RAM'S HEAD DESIGN I	BAHRAIN	ď	23200	2/8/1998	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	BARBADOS	ď	81/13016	4/6/2000	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	BOLIVIA	ď	77615	12/7/1998	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	CHILE	ď	524399	2/9/1998	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	CHINA (TAIWAN)	ď	783250	10/22/1996	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	COLOMBIA	ď	211984	2/16/1998	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	CYPRUS	ď	49880	3/9/1998	12
CHRYSLER LLC	RAM'S HEAD DESIGN I	DOMINICAN REPUBLIC	ď	102335	11/19/1998	25
CHRYSLER LLC	RAM'S HEAD DESIGN I	ECUADOR	ď	3019/99	2/13/1998	12

RAMI'S HEAD DESIGN I RAMI'S HEAD DESIGN I RAMI'S HEAD DESIGN I RAMI'S HEAD DESIGN I RAMI'S HEAD DESIGN II	EUROPEAN COMMUNITY GUATEMALA INDIA ISRAEL JAPAN LEBANON MALTA & GOZO ALGERIA ANGOLA ANGOLA ANGOLA	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	188359 95086 793536 118212 4278415 76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	4/2/1996 4/7/1998 3/3/1998 3/1/1998 4/7/1998 6/17/1998 4/16/1998 12/23/2004 12/6/2004 12/6/2004 12/6/2004 12/8/2004	12 12 12 12 12 12 12 12 12 12 12 12 12 1
RAM'S HEAD DESIGN I RAM'S HEAD DESIGN I RAM'S HEAD DESIGN I RAM'S HEAD DESIGN II	GUATEMALA INDIA ISRAEL JAPAN LEBANON MALTA & GOZO ALGERIA ANGOLA ANGOLA		95086 793536 118212 4278415 76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	4/7/1998 3/3/1998 3/1/1998 4/7/1998 6/17/1998 4/16/1998 12/10/2004 12/6/2004 3/10/2005 12/8/2004 12/6/2004	12 12 12 12 12 12 12 12 12 12 13 14 15 15 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18
RAM'S HEAD DESIGN I RAM'S HEAD DESIGN I RAM'S HEAD DESIGN II	INDIA ISRAEL JAPAN LEBANON MALTA & GOZO ALGERIA ANGOLA ANGOLA	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	793536 118212 4278415 76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	3/3/1998 3/1/1998 4/7/1998 6/17/1998 4/16/1998 12/23/2004 12/6/2004 3/10/2005 12/3/1/2004 12/8/2004	12 12 12 12 12 12 12 12 12 12 13 14 15 15 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18
RAM'S HEAD DESIGN I RAM'S HEAD DESIGN I RAM'S HEAD DESIGN II	ISRAEL JAPAN LEBANON MALTA & GOZO ALGERIA ANGOLA ANGOLA	x x x x < < x x < x x	118212 4278415 76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	3/1/1998 4/7/1998 6/17/1998 4/16/1998 12/23/2004 12/6/2004 3/10/2005 12/3/1/2004 12/6/2004 12/8/2004	12 12 12 12 13 14 15 15 17 18 18 18 18 18 18 18 18 18 18 18 18 18
RAM'S HEAD DESIGN I RAM'S HEAD DESIGN II	LEBANON MALTA & GOZO ALGERIA ANGOLA ARGENTINA	x x x < x x x x x	4278415 76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	4/7/1998 6/17/1998 4/16/1998 12/23/2004 12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/8/2004	12 12 12 12 12 37 37 12 12 37
RAM'S HEAD DESIGN I RAM'S HEAD DESIGN II	LEBANON MALTA & GOZO ALGERIA ANGOLA ANGOLA ANGTHALIA	x x < x x x x x	76137 28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	6/17/1998 4/16/1998 12/23/2004 12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/6/2004 12/8/2004	12 12 12 12 37 12 12 12 37
RAM'S HEAD DESIGN II	MALTA & GOZO ALGERIA ANGOLA ANGENTINA	~ < < ~ ~ ~ ~ ~ ~ ~ ~	28470 13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	4/16/1998 12/23/2004 12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/8/2004	12 12 37 37 12 12 37
RAM'S HEAD DESIGN II	ALGERIA ANGOLA ARGENTINA	4 4 2 2 4 2 2	13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	12/23/2004 12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/6/2004 12/8/2004	12 12 37 37 12 12 37
RAM'S HEAD DESIGN II	ANGOLA ARGENTINA	4 2 2 4 2 2	13026 2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	12/23/2004 12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/6/2004 12/8/2004	12 37 12 12 37 37
RAM'S HEAD DESIGN II	ARGENTINA	x x 4 x x	2044303 1033117 TO FOLLOW A0041652 101832-C BAZ048304A	12/10/2004 12/6/2004 3/10/2005 12/31/2004 12/8/2004 12/8/2004	37 37 12 12 37 37
RAM'S HEAD DESIGN II	ALIADALIA	x 4 x x	1033117 TO FOLLOW A0041652 101832-C BAZ048304A	12/6/2004 3/10/2005 12/31/2004 12/6/2004 12/8/2004	37 12 12 37
RAM'S HEAD DESIGN II	X11521.00X	4 X X	TO FOLLOW A0041652 101832-C BAZ048304A	3/10/2005 12/31/2004 12/8/2004	12 12 37
RAM'S HEAD DESIGN II	BAHAMAS	x x	A0041652 101832-C BAZ048304A	12/31/2004 12/6/2004 12/8/2004	12
RAM'S HEAD DESIGN II	BERMUDA	α.	101832-C BAZ048304A	12/6/2004	37
RAM'S HEAD DESIGN II	BOLIVIA		BAZ048304A	12/8/2004	
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	CAYMAN ISLANDS	ď	CT4186441	8/28/2007	12
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	CHINA	ď	4420949	12/22/2005	12
	CHINA	ď	4420949	12/17/2004	37
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	COLOMBIA	ď	302237	12/7/2004	37
	CONGO	٧	NP/774/RDC/2008	10/17/2008	12
	COSTA RICA	ď	155989	12/7/2004	12
	COSTA RICA	ď	169473	12/7/2004	37
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	ECUADOR	ď	727-05	12/15/2004	37
	EGYPT	R	171051	12/7/2004	37
	EL SALVADOR	ď	219BOOK39		12
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RAM'S HEAD DESIGN II	EUROPEAN COMMUNITY	В	4186441	12/8/2004	12, 28, 37
	GUATEMALA	R	136583	12/13/2014	37
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CHRYSLER LLC	RAM'S HEAD DESIGN II	ICELAND	A	3214/2004	12/6/2004	12, 37
CHRYSLER LLC	RAM'S HEAD DESIGN II	INDONESIA	Ж	IDM000087599	12/23/2004	12
CHRYSLER LLC	RAM'S HEAD DESIGN II	INDONESIA	Ж	IDM000087598	12/23/2004	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	ISRAEL	Я	176733	12/6/2004	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	JAMAICA	ď	46071	12/8/2004	12
CHRYSLER LLC	RAM'S HEAD DESIGN II	JORDAN	æ	77999	12/9/2004	12
CHRYSLER LLC	RAM'S HEAD DESIGN II	JORDAN	ď	78006	12/9/2004	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	KAZAKHSTAN	ď	20598	12/6/2004	12, 37
CHRYSLER LLC	RAM'S HEAD DESIGN II	KENYA	ď	A57003	1/31/2005	12
CHRYSLER LLC	RAM'S HEAD DESIGN II	KOREA (SOUTH)	ď	125554	12/6/2004	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	KUWAIT	٧	70295	5/4/2005	12
CHRYSLER LLC	RAM'S HEAD DESIGN II	KUWAIT	ď	67607	12/7/2004	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	LEBANON	ď	100935	1/29/2005	37
CHRYSLER LLC	RAM'S HEAD DESIGN II	LIECHTENSTEIN	ď	13456	12/10/2004	12, 37
Chrysler LLC	RAM'S HEAD DESIGN II	Mexico	ď	820609	2/13/2004	12
Chrysler LLC	RAM'S HEAD LOGO ALONE	Canada	ď	TMA675408	10/20/2006	
CHRYSLER LLC	SEBRING	ARGENTINA	Я	1832310	1/20/2000	12
CHRYSLER LLC	SEBRING	AUSTRALIA	ď	757218	3/12/1998	12
CHRYSLER LLC	SEBRING	BAHRAIN	æ	26799	1/17/2000	12
CHRYSLER LLC	SEBRING	BARBADOS	ď	81/15033	3/8/2001	12
CHRYSLER LLC	SEBRING	BOLIVIA	ď	C-83260	1/14/2000	12
CHRYSLER LLC	SEBRING	BRAZIL	ď	819619809	1/20/1997	12
CHRYSLER LLC	SEBRING	BRAZIL	Ж	819591629	12/6/1996	12
CHRYSLER LLC	SEBRING	BRUNEI	ď	27407	1/19/2000	12
CHRYSLER LLC	SEBRING	BULGARIA	ď	39088	1/27/2000	12
Chrysler LLC	SEBRING	Canada	Ж	TMA456383	4/5/1996	
CHRYSLER LLC	SEBRING	CHILE	æ	573685	1/24/2000	12
CHRYSLER LLC	SEBRING	CHINA	æ	1597924	1/17/2000	12
CHRYSLER LLC	SEBRING	CZECH REPUBLIC	Ж	232087	1/17/2000	12
CHRYSLER LLC	SEBRING	EL SALVADOR	ď	237 BOOK 122	1/18/2000	12
CHRYSLER LLC	SEBRING	ESTONIA	2	33838	1/14/2000	12
CHRYSLER LLC	SEBRING	EUROPEAN COMMUNITY	æ	1807437	8/14/2000	12
CHRYSLER LLC	SEBRING	GERMANY	æ	39636371	8/20/1996	12, 25, 37
CHRYSLER LLC	SEBRING	GUATEMALA	Я	117157	1/31/2000	12

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	40	37	12	35	12	37	12	7	6	1-	12	37	_	2	4	9	7	6	11	-
3/2/2000	1/22/2000	8/21/2007	1/17/2000	1/17/2000	1/16/2000	1/20/2000	1/14/2000	2/11/2000	10/31/2000	1/14/2000	2/12/2000	1/28/2000	4/4/2006	1/20/2000	10/15/1997	2/27/1998	5/9/2007	5/9/2007	9/27/2007	9/27/2007	3/4/1993	2/12/2001	2/12/2001	2/12/2001	2/2/2000	2/2/2000								
82751	200011258	1592989	470868	227180	134057	56615	12060	501701	48895	M47561	82488	41879	6005389	31130	560873	571203	6040458	6040457	6298658	6298659	5662	9129	9127	9128	8053	8052	1783090	1783055	1783091	2107135	1591176	2165897	1783058	2102824
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HONDURAS	HONG KONG	INDIA	INDONESIA	IRELAND	ISRAEL	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KUWAIT	LATVIA	LEBANON	LITHUANIA	MALAYSIA	MALTA & GOZO	Mexico	Mexico	CHINA	CHINA	CHINA	CHINA	ALBANIA	ANGOLA	ANGOLA	ANGOLA	ANGOLA	ANGOLA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA	ARGENTINA
SEBRING	SEBRING	SEBRING	SEBRING	SEBRING	SEBRING	SEBRING	SEBRING AND DESIGN	SEBRING AND DESIGN	SEBRING IN CHINESE CHARACTERS	SEBRING IN CHINESE CHARACTERS	SEBRING IN CHINESE CHARACTERS I	SEBRING IN CHINESE CHARACTERS I	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES				STAR FORMED BY TRIANGLES														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC								

12	12	37	12	7, 9, 11, 37	_	2	က	4	9	7	6	11	12	37	12	7, 9, 11, 37	7, 9, 11, 12, 37	22	7	6	11	12	12	37	7, 9, 11, 12, 37	7, 9, 11, 12	12	37	2, 4, 7, 9, 11, 12, 16	_	2	4
		10/29/1996	1/1/1986	12/6/1996										6/8/1979	11/7/1984	1/19/1987	11/14/1996	10/26/1984	9/16/1992	9/16/1992	9/16/1992	2/25/1985	9/16/1992	9/16/1992	8/25/1993	1/9/2003	8/26/1971	1/19/1987	8/26/1971			
1783060	1877439	1655872	13962	18338	A197221	A208751	A197222	A197223	A197224	A197225	A197226	A197227	A197228	333932	108940	117397	982077	11462	15489	15490	15491	9260	15492	1075	4109	1357.03	56968	424584	26967	63270-A	63271-A	63272-A
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ARGENTINA	ARGENTINA	ARGENTINA	ARUBA	ARUBA	AUSTRALIA	AUSTRIA	AUSTRIA	AZERBAIJAN	BAHAMAS	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BAHRAIN	BELARUS	BELIZE	BENELUX	BENELUX	BENELUX	BOLIVIA	BOLIVIA	BOLIVIA									
STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES																													
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																													

7	6	6	1	12	12	12	24	37	7, 9, 11, 12, 37	က	4	7	7	7	7	37	37	7, 9, 11, 12	7	6	11	12	37		12	က	37	1, 2, 9, 11	1, 4, 7, 9, 11, 12, 17	7	6	11
			10/25/1996					10/25/1996	7/17/1997							11/7/1996	11/18/1996	11/18/1996	1/9/2003	1/9/2003	1/9/2003	1/9/2003	1/9/2003	1/9/1996			8/4/1997			12/11/1996	12/11/1996	12/11/1996
63273-A	63274-A	63275-A	68738	63276-A	63277-A	63278-A	63279-A	68739	BW/M/97/00327	6046410	3834387	6315844	3827470	3827461	3834379	819542547	6042S	31222	18234/03	18235/03	18236/03	18237/03	18238/03	TMA254672	884250	716137	506942	700309	717532	1147043	1161306	1156903
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BOLIVIA	BOTSWANA	BRAZIL	BULGARIA	BULGARIA	CAMBODIA	CAMBODIA	CAMBODIA	CAMBODIA	CAMBODIA	Canada	CAYMAN ISLANDS	CHILE	CHILE	CHILE	CHILE	CHINA	CHINA	CHINA														
STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES																									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																									

12	12	37	က	6	14	55	89	20	71	85	06	91	94	92	86	66	100	~	_	2	က	4	9	7	7	6	17	12	35	36	37	39	41	7
1/27/1984	9/20/1996	10/22/1994				6/24/1986				2/6/1990																	10/18/2006							
215440	1102925	855943	107006	107138	107165	348096	109011	109045	107659	499195	107906	107917	108060	108101	108134	108140	108144	56255	57885	57885A	57885B	56255A	62557	62557A	62558	62229	331414	62558A	87379	87378	87377	87380	88591	59212
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CHINA	CHINA	CHINA	CHINA (TAIWAN)	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COLOMBIA	COSTA RICA																				
STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES																								
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																								

12	12	12	37	7, 9, 11, 12, 17, 37	12	7	6	11	12	37	7, 9, 11, 12, 37	12	7, 9, 11, 37	17	20	22	25	34	99	7	O	1-	12	37	12	37	1, 3, 4, 7, 9, 11, 12	7, 9, 11, 12, 37	9, 11, 12,	7, 9, 11, 12, 36, 37
			11/14/1996	11/5/1996		11/27/1996	11/27/1996	11/27/1996	11/27/1996	11/27/1996	11/7/1996	11/7/1984	1/19/1987	11/15/1996	11/15/1996	11/15/1996	11/15/1996	11/15/1996	11/15/1996	10/28/1996	10/28/1996	10/28/1996		10/28/1996	11/12/1984	11/14/1996		8/18/1993	5/20/2002	4/2/1996
27364	27365	59211	101353	2961310	117750	46663	46664	46665	46666	46667	205129	VR198503472	VR199801142	88078	88088	88101	88104	88106	88340	4492	6047	6048	38283	6177	64897	86	10639BOOK30	16873	4594	188268
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COSTA RICA	COSTA RICA	COSTA RICA	COSTA RICA	CROATIA	CUBA	CYPRUS	CYPRUS	CYPRUS	CYPRUS	CYPRUS	CZECH REPUBLIC	DENMARK	DENMARK	DOMINICAN REPUBLIC	ECUADOR	ECUADOR	ECUADOR	ECUADOR	ECUADOR	EGYPT	EL SALVADOR	EL SALVADOR	ESTONIA	ETHIOPIA	EUROPEAN COMMUNITY					
STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES																									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																			

12	7, 9, 11, 37	1, 2, 3, 4, 5, 6, 7, 8, 9, 10,	35, 36, 37, 38, 39, 40, 41	7	6	<del></del>	12	7, 9, 11, 12, 37	37	2, 7, 9, 11,	7	6	<del>-</del>	12	37	1, 3, 4, 6, 7, 9, 11, 12, 17	35, 36, 37	က	4	7	12	37	<b>-</b>	2	က	4	7	6	11
11/7/1984	1/19/1987	7/31/1965		2/19/1998	2/19/1998	2/19/1998	2/19/1998	9/20/1993	1/23/1987	12/20/1972	12/5/1996	12/5/1996	12/5/1996	12/5/1996	1/18/2005	5/29/1973	1/12/1993					11/25/1996							
96377	103093	1619388	1312971	5277	5278	5279	5280	7020	1114978	784370	28887	NONE	NONE	NONE	A35415	50515	112272	17188	17192	19432	19580	88435	12181	47861	47862	47863	47864	47865	47866
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FINLAND	FINLAND	FRANCE	FRANCE	GAZA	GAZA	GAZA	GAZA	GEORGIA REPUBLIC	GERMANY	GERMANY	GHANA	GHANA	GHANA	GHANA	GHANA	GREECE	GREECE	GUATEMALA	GUATEMALA	GUATEMALA	GUATEMALA	GUATEMALA	HONDURAS	HONDURAS	HONDURAS	HONDURAS	HONDURAS	HONDURAS	HONDURAS
STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	37	7	6	1	12	37	12	7, 9, 11, 37	7, 9, 11, 12, 35, 37, 39	12	6	17	7, 12	12	7	6	1-	12	37	7	6	17	12	37	1, 2, 3, 4, 6, 7, 9, 11, 12, 1	12	7	17	36	37	1, 2, 4	1, 3, 4
	10/3/1996	11/7/1996	11/7/1996	11/7/1996	11/10/1984	11/7/1996	11/14/1984	11/6/1996	7/18/1978	7/31/1979	11/18/1996	11/18/1996	6/4/1979	1/21/1985	1/20/1987	1/20/1987	1/20/1987	11/5/1984	10/22/1996	10/24/1996	10/24/1996	10/24/1996	11/12/1984	10/24/1996		4/20/1979	1/10/1997	1/10/1997	9/25/1992	9/25/1992		
47867	4146	200100223	200200721	199802415	19860282	199911803	124817	145833	374/1978	351984	400807	400806	IDM000105233	59799	A122385	A122386	122387	A113832	202759	108219	108220	108221	59921	108222	797387	20327	4150818	4318759	3118352	3150588	630512	624764
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HONDURAS	HONDURAS	HONG KONG	HUNGARY	HUNGARY	ICELAND	INDIA	INDONESIA	INDONESIA	INDONESIA	IRAN	IRELAND	IRELAND	IRELAND	IRELAND	IRELAND	ISRAEL	ISRAEL	ISRAEL	ISRAEL	ISRAEL	ITALY	JAMAICA	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN	JAPAN				
STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES														
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC									

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				3/8/1997	3/8/1997	3/8/1997	11/17/1984	12/6/1999	8/24/1993	10/30/1996		10/30/1996	11/9/1978	10/30/1996	10/30/1996	9/26/2008										3/21/1999	8/9/1993	1/8/1985		3/15/2007
636211	630753	628955	628956	45087	45088	45086	22267	58945	3229	402414	19654	442407	2104	421817	411461	2787/R	6840	6841	6842	6843	6844	6845	3298	6638	6846	36598	M33972	83130	00202/2007	10264
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JAPAN	JAPAN	JAPAN	JAPAN	JORDAN	JORDAN	JORDAN	JORDAN	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KOSOVO	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	KUWAIT	LATVIA	LEBANON	LIBERIA	LIBYA					
STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES																											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																			

37	7, 9, 11, 12, 37	-	2	က	4	7	6	11	12	37	12, 37	-	2	က	4	9	7	6	-	12	7	36	37	7	6	1-	12	<b>-</b>	9	7	7	7-	က
3/15/2007	8/20/1993	12/30/1987	12/30/1987	12/30/1987	12/30/1987	12/30/1987	12/30/1987	12/30/1987	12/30/1987	12/28/1987	1/11/1999							7/22/1974			10/31/1996	12/31/1997	12/31/1997	2/26/1997	2/26/1997	2/26/1997	2/26/1997	11/8/2002	11/8/2002	11/8/2002	11/8/2002	11/8/2002	1/3/2003
10265	22944	5328-M	5322-M	5327-M	5326-M	5325-M	5329-M	5324-M	5323-M	4102-M	3212	M/066086	M/066087	M/066088	M/066089	060990/W	M/066091	M/066092	M/066093	M/066094	96013212	97022214	97022211	26772	26773	26774	26775	112530	112139	112142	112140	112141	112477
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LIBYA	LITHUANIA	MACAO	MACAO	MACAO	MACAO	MACAO	MACAO	MACAO	MACAO	MACAO	MADAGASCAR	MALAYA	MALAYA	MALAYA	MALAYA	MALAYA	MALAYA	MALAYA	MALAYA	MALAYA	MALAYSIA	MALAYSIA	MALAYSIA	MALTA & GOZO	MALTA & GOZO	MALTA & GOZO	MALTA & GOZO	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico
STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES				STAR FORMED BY TRIANGLES																				
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

_	2	36	37	6	7-	12	16	22	36	37	24	က	36	12	42	37	2	17	7	9	80	12, 21	25	25	12	35	42	12	12	12	12	12	12
1/3/2003	1/3/2003	4/11/1995	4/11/1995	6/28/2001	5/24/2001	6/20/2001	6/25/2001	5/17/2002	6/28/2001	6/29/2001	4/30/2002	6/9/2003	5/10/2004	6/30/1998	6/30/1998	6/30/1998	4/18/2005	3/30/2005	3/31/2005	3/28/2005	3/28/2005	10/4/2005	10/31/1997	10/31/1997	3/31/1999	7/16/1998	5/15/1998	3/26/2007	2/2/1998	2/11/1999	8/6/2002	2/10/1999	2/5/1998
112478	112479	250919	250918	704691	699295	702646	706748	747196	704692	705701	744142	298000	393448	581382	581384	581383	876157	874379	874952	873348	873349	4666616	562974	562975	821257145	820779245	213752	2219123	754012	2000/0600	31834	14083	639564
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Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	Mexico	EUROPEAN COMMUNITY	Mexico	Mexico	BRAZIL	BRAZIL	COLOMBIA	ARGENTINA	AUSTRALIA	AZERBAIJAN	BAHRAIN	BELARUS	BENELUX							
STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES AND SAFEGUARD DESIGN	THE CHRYSLER CREW & DESIGN	THE CHRYSLER CREW & DESIGN	THE JEEP STORE	THE JEEP STORE	THE JEEP STORE		TOWN & COUNTRY				TOWN & COUNTRY																		
Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	28
3/5/2008	3/3/2008	3/5/2008			3/3/2008	3/5/2008	2/27/2008	3/3/2008	3/3/2008	3/3/2008	3/3/2008	4/21/2008	3/4/2008	3/7/2008	3/7/2008	3/2/2008	3/4/2008	3/3/2008	3/6/2008	3/4/2008	3/3/2008	3/5/2008	3/19/2008	3/4/2008	3/17/2008	6/19/2008	3/4/2008	3/3/2008	3/2/2008	4/11/2008	3/4/2008	3/7/2008	9/30/2008	5/3/1993
2807809	1228134	63698			TO FOLLOW	829559728	1385141	809910	TO FOLLOW	69060026	362881	181397	Z20080463A	167828	5713-08	213765	20080106240	6718696	1894	8121-08	301063232	1661349	D002008009848	209152	5174269	TO FOLLOW	42308	2008-9807	92594	115815	14833	8004437	1063950	2117831
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ARGENTINA	AUSTRALIA	BAHRAIN	BARBADOS	BELARUS	BOLIVIA	BRAZIL	Canada	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CROATIA	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	EUROPEAN COMMUNITY	GUATEMALA	HONDURAS	HONG KONG	INDIA	INDONESIA	ISRAEL	JAPAN	JORDAN	KAZAKHSTAN	KOREA (SOUTH)	KUWAIT	LEBANON	LIECHTENSTEIN	MALAYSIA	Mexico	ARGENTINA
TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	TRAZO	VIPER										
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC										

12	25	28	14	12	7, 9, 11, 14, 16, 18, 25, 28,	12	12	7, 9, 11, 12, 37	9, 12, 14, 16, 18, 25, 28, 37,	28	14	7	25		28	14	12	12	28	14	12	28	14	12	12	12	7, 9, 11, 14, 16, 18, 25, 28,	28	41	12
6/23/1992	3/19/1993	9/23/1993	9/23/1993	8/10/1989	4/29/1993	9/16/1992	8/10/1989	11/18/1992	4/29/1993	4/29/1993	4/29/1993	6/24/1992	3/23/2005	5/21/1993	4/29/1993	4/29/1993	9/19/1992	4/9/1998	4/28/1993	4/28/1993	2/9/1998	7/12/1993	7/12/1993	3/9/1998	2/10/1998	8/10/1989	4/30/1993	4/29/1993	4/29/1993	6/12/1991
580953	A598780	612210	612211	131033	149879	15456	467177	530557	528537	64570-A	64569-A	816760721	TMA636028	TMA412486	750859	750858	00000	863842	152915	152916	109821	85237	85238	49877	218422	VR 1991 07701	VR 1998 02699	5719	5718	80048
8	Ж	R	Я	R	ď	ч	ч	ď	ď	ч	Я	Ж	ĸ	R	ď	Ж	ĸ	ď	Ж	ď	ď	Ж	ď	R	R	ď	ď	R	ď	ď
AUSTRALIA	AUSTRALIA	AUSTRALIA	AUSTRALIA	AUSTRIA	AUSTRIA	BAHRAIN	BENELUX	BENELUX	BENELUX	BOLIVIA	BOLIVIA	BRAZIL	Canada	Canada	CHILE	CHILE	CHINA	CHINA (TAIWAN)	COLOMBIA	COLOMBIA	COSTA RICA	COSTA RICA	COSTA RICA	CYPRUS	CZECH REPUBLIC	DENMARK	DENMARK	ECUADOR	ECUADOR	EGYPT
VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC					

28	41	12, 28, 37	12	7, 9, 11, 14, 16, 18, 25, 28,	12	14, 16, 18, 25, 28, 41	7, 9, 11, 37	12	12	14, 16, 18, 25, 28, 41	7, 9, 11, 17, 37, 42	7, 9, 11, 12, 14, 16, 18, 25,	28	28	41	7, 9, 11, 12, 14, 16, 18, 25,	12	12	12	28	12	12	14, 16, 18, 25, 28, 41	7, 9, 11, 37	9, 12, 13	12	12
7/15/1993	7/15/1993	6/9/2004	8/17/1989	4/30/1993	8/10/1989	4/30/1993	11/18/1992	9/6/1990	4/8/1989	5/4/1993	11/27/1992	5/3/1993	9/21/1993	5/10/1993	5/10/1993	4/28/1993	5/4/1998	8/26/2004	8/10/1989	9/27/1993	3/1/1998	9/1/1989	5/5/1993	11/24/1992	8/17/1989	6/1/1992	12/11/1998
230BOOK34	222BOOK89	3871101	116546	206211	1546028	93466516	92442282	1187550	1140527	2096997	2054143	113950	81177	69412	1669	913/1993	800817	IDM000070229	134715	167641	118214	874216	672487	656776	2577427	30341	205394
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EL SALVADOR	EL SALVADOR	EUROPEAN COMMUNITY	FINLAND	FINLAND	FRANCE	FRANCE	FRANCE	GERMANY	GERMANY	GERMANY	GERMANY	GREECE	GUATEMALA	HONDURAS	HONDURAS	ICELAND	NDIA	INDONESIA	IRELAND	IRELAND	ISRAEL	ITALY	ITALY	ITALY	JAPAN	JORDAN	KOREA (SOUTH)
VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

37	37	12	12	12	12	6	7	11	37	18	21	25	14	16	20	24	14	28	12		28	12	12	12	12	37	12	12	18, 25	7	12	12	12	12
3/6/1998	8/16/1989	10/17/1992	8/13/1991	6/29/1992	4/16/1998	11/26/1992	11/26/2002	11/26/2002	11/26/2002	12/4/2002	12/4/2002	12/4/2002	12/2/2002	12/2/2002	12/2/2002	12/2/2002	12/2/2002	5/17/2003	3/24/1999	12/17/1993	12/30/1994	4/30/2002	5/27/1999	5/27/1999	9/30/2007	9/30/2007	1/22/1992	1/21/1992	7/23/1993	11/14/1996	1/21/1992	1/27/1992	1/28/1992	4/10/1992
448375	205394	24008	108306	92004449	28468	155398	438982	433618	438981	432337	432338	432339	432294	432293	432290	432291	432292	441181	660116	TMA421109	94551696	746171	611491	611490	6306116	6306117	141650	506840	534814	819570834	VR 1992 07031	125143	92403027	2044422
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KOREA (SOUTH)	KOREA (SOUTH)	KUWAIT	LEBANON	MALAYSIA	MALTA & GOZO	Mexico	Canada	FRANCE	Mexico	Mexico	Mexico	CHINA	CHINA	AUSTRIA	BENELUX	BENELUX	BRAZIL	DENMARK	FINLAND	FRANCE	GERMANY													
VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER	VIPER DESIGN LOGO	VIPER GTS	VIPER GTS FINAL EDITION	VIPER GTS2	VIPER GTZ	VIPER IN CHINESE CHARACTERS I	VIPER IN CHINESE CHARACTERS I	VIPER LOGO I	VIPER LOGO I	VIPER LOGO I	VIPER LOGO I				
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12		12, 28	12		22	22	12	12	22	12	12	12	12	22	12	12	12	12	12	12	28	12	12	12	12	22	12	12	12	12	7, 9, 11, 12
1/29/1992	1/21/1992	1/21/1992	2/4/1992	3/18/2004	10/31/2003	7/24/2003	5/14/1993	1/3/1984	1/11/1984	1/1/1986	12/22/1992	12/19/1983	5/30/1993	2/5/2007	12/23/1992	1/24/2007	5/7/1984	10/14/1996	1/7/1993	11/25/1992	10/16/1992	12/1/2000	8/16/1994	9/23/1997	12/11/2001	1/26/2007	3/9/1998	12/30/1992	10/25/1984	2/6/2007	10/15/1992	6/24/1996	1/25/2007	2/17/1993
107496	453/1992	A152756	1018375	TMA605655	3497641	801607	TMA412206	1904	2595	13961	593198	11143	16413	TO FOLLOW	523742	TO FOLLOW	2072	27206	24649	TMA224386	674110	2023818	686239	833661	250947	169831	49878	179743	40/84	160747	1593	101866	113BOOK97	14950
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GREECE	ICELAND	IRELAND	ITALY	Canada	EUROPEAN COMMUNITY	Mexico	Canada	ANGUILLA	ANTIGUA	ARUBA	AUSTRALIA	BAHAMAS	BAHRAIN	BARBADOS	BENELUX	BOLIVIA	BR VIRGIN IS	BRUNEI	BULGARIA	Canada	CHILE	CHINA	CHINA (TAIWAN)	CHINA (TAIWAN)	COLOMBIA	COSTA RICA	CYPRUS	CZECH REPUBLIC	DOMINICA	DOMINICAN REPUBLIC	ECUADOR	EGYPT	EL SALVADOR	ESTONIA
VIPER LOGO I	VIPER LOGO I	VIPER LOGO I	VIPER LOGO I	VIPER LOGO II	VIPER LOGO II	VIPER LOGO II	VIPER RT/10	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER	VOYAGER															
CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC				

VOYAGER	FR	FRANCE	<u>د</u>	1254155	12/14/1983	12
VOYAGER	GEORGIA	GEORGIA REPUBLIC	۲	4666	7/23/1993	12
VOYAGER	GEF	GERMANY	۲	39627759	6/24/1996	12, 36, 37
VOYAGER	GR	GREECE	ď	99328	6/5/1990	12
VOYAGER	GR	GREECE	ď	111083	10/20/1992	12
VOYAGER	GUAT	GUATEMALA	ď	154885	7/18/2007	12
VOYAGER	<u>09</u>	GUYANA	ď	12031A	1/17/1984	12
VOYAGER	<u> </u>	HAITI	ď	130/143	12/26/1983	12
VOYAGER	NOH	HONDURAS	۲	102136	2/12/2007	12
VOYAGER	YNH HOL	HUNGARY	ď	131603	10/4/1990	12, 37
VOYAGER	301	ICELAND	ď	596/1986	12/22/1983	12
VOYAGER	JUNI	NDONESIA	∢	D002006021765	7/7/2006	12
VOYAGER	S	ISRAEL	ď	115045	9/25/1997	12
VOYAGER		ITALY	~	784367	10/12/1987	12
VOYAGER	AAL	JAMAICA	٣	21737	1/16/1984	12
VOYAGER	AL.	JAPAN	~	3202699	1/6/1993	12
VOYAGER	ior	JORDAN	۲	50660	3/24/1998	12
VOYAGER	KAZAI	KAZAKHSTAN	Ж	10213	3/24/1998	12
VOYAGER	KOREA	KOREA (SOUTH)	α.	421749	7/8/1997	9, 12
VOYAGER	KU	KUWAIT	ď	48634	5/31/2000	12
VOYAGER	P P	LATVIA	Я	M38933	1/11/1996	12
VOYAGER	HEB	LEBANON	α.	59838	2/2/1993	12
VOYAGER		LITHUANIA	ď	21544	2/10/1993	12
VOYAGER	MAL	MALAYSIA	Ж	93000119	1/8/1993	12
VOYAGER	MALTA	MALTA & GOZO	ď	28467	4/16/1998	12
VOYAGER		Mexico	ď	336478	3/4/2002	12
RE/	HARACTERS	KOREA (SOUTH)	Я	133066		9, 12
VOYAGER CRD		GERMANY	A.	30421037	4/13/2004	12
WRANGLER		ANGUILLA	ď	3052	11/19/1998	22
WRANGLER		ANTIGUA	۲	5369	7/2/1998	22
WRANGLER		ARGENTINA	~	1703674		12
WRANGLER		ARGENTINA	2	1977545	7/20/1992	12
WRANGLER		AUSTRALIA	ď	A466262	6/2/1987	12
WRANGLER		AUSTRIA	Я	122636	3/16/1988	7, 9, 11, 12
WRANGLER		BAHAMAS	Я	20627	5/25/1998	22

12	12	12, 37	7, 9, 11, 12	12	12	12	12	7, 9, 11, 12	12	12	12	9, 12, 13	2 12	12	12	12	12	28	2 12	12	37	12	37	12	12	37	1 12	12, 37	12, 37	5
2/12/1999	3/12/1998	10/4/1990	3/22/1988	3/3/1998	5/17/1993	3/16/1988	3/1/1998	4/1/1988	3/9/1998	3/29/1993	3/24/1998	9/10/1988	10/17/1992	2/22/1996	6/17/1998	6/7/1988	4/16/1998	2/13/2003	12/24/2002	2/1/2008	2/1/2008	9/13/2007	9/13/2007	5/23/2008	2/1/2008	2/1/2008	11/26/2001	8/10/2006	8/10/2006	6/0/2/0/9
76017	200001930	138810	372/1988	793538	70958	129617	118215	820735	34261	4037495	49044	182986	24009	M39335	76139	88002662	28466	588175	645396	6542430	6542449	6274158	6274175	TMA714996	6542450	6542431	723796	19856	19857	10046
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HONDURAS	HONG KONG	HUNGARY	ICELAND	INDIA	IRAN	IRELAND	ISRAEL	ITALY	JAMAICA	JAPAN	JORDAN	KOREA (SOUTH)	KUWAIT	LATVIA	LEBANON	MALAYSIA	MALTA & GOZO	Mexico	Mexico	CHINA	CHINA	CHINA	CHINA	Canada	CHINA	CHINA	Mexico	MOLDOVA	MOLDOVA	VYOU IOM
WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER (MU MA REN LAING MEN KUAN IN CHINESE)	WRANGLER (MU MA REN LAING MEN KUAN IN CHINESE)	WRANGLER IN CHINESE CHARACTERS	WRANGLER IN CHINESE CHARACTERS	WRANGLER UNLIMITED	WRANGLER UNLIMITED (MU MA REN SI MEN KUAN IN CHINESE)	WRANGLER UNLIMITED (MU MA REN SI MEN KUAN IN CHINESE)	WRANGLER X	CHRYSLER	DODGE											
CHRYSLER LLC	THE GOODYEAR TIRE AND RUBBER COMPANY	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	Chrysler LLC	CHRYSLER LLC	CHRYSLER LLC	מ - מו מאמוס									

12, 37	7, 9, 11, 12, 37	12	12	12	12	3, 5, 8, 9, 11, 14, 18, 20, 21	4, 7, 12, 28, 37, 39	12	12	12	12	12	12	12	12	12	12	7, 12	12	12	12	3, 5, 8, 9, 11, 12, 14, 18, 20	7, 12	7, 9, 11, 12, 17, 24	7, 12	12	12	22	22
11/1/1996	8/10/2006	3/16/1994	12/24/2003	1/30/1992	7/25/2003	3/3/1988		8/28/2007	2/19/1999	3/4/2008	6/15/1998	6/15/1998		9/9/2003	3/21/1966	6/19/1996	9/19/1991	11/25/1947	11/13/2006	11/13/2006	6/16/2003	2/19/1988	9/30/1946	4/16/1956		11/7/1984	3/24/2009	9/26/1984	
R5474	19858	R94.15258	423937	R9214137	323746	2R98-19263	3R96.17025	726219	9920383	8.2655	2462	2463	367	49195	16842	41644	38622	11580	54471	54471	49008	33889	11299	13667	11561	29473	Z-176/09	1215	536
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MOLDOVA	MOLDOVA	MONACO	MONACO	MONACO	MONACO	MONACO	MONACO	MONACO	MONACO	MONACO	MONGOLIA	MONGOLIA	MONGOLIA	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTENEGRO	MONTSERRAT	MONTSERRAT
JEEP	MOPAR	CHRYSLER RIBBON DESIGN III	COMMANDER	DODGE	HEMI	JEEP	JEEP (STYLIZED) II	JOURNEY	TOWN & COUNTRY	TRAZO	CHEROKEE	DAKOTA	JEEP	300C AND DESIGN	CHRYSLER	CHRYSLER RIBBON DESIGN III	DODGE	DODGE	DODGE CREW	DODGE CREW	HEMI	JEEP	JEEP	MOPAR	PLYMOUTH	STAR FORMED BY TRIANGLES	TRAZO	CARAVAN	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

22	12	12	12	12	12	12	12	12	12	12	37	7, 12	12	12	12	12	12	35, 37	12	12	12	11, 37	7, 9, 12	12	12	12	12	37	37	1, 2, 3, 4, 6, 7, 9, 11, 12, 1	12	12	12
9/26/1984	10/8/2003	8/9/2005	5/16/2005	4/17/1998			3/21/1994	2/9/2004	2/18/2005		1/26/2005		9/5/2006	5/11/2005	6/24/2003				11/5/2007	1/9/2001	8/30/2007	4/23/1998		2/3/2005		4/17/1998	4/17/1998	1/18/2005	11/20/1996		9/6/2002	3/17/2008	11/27/1972
1214	88664	99101	97516	65896	65481	11767	53365	90347	92696	11764	95578	43477	106019	97450	87109	R37146	14164	55227	113797	75934	112762	65947	65624	95689	67008	65895	65898	95498	61217	109930	83029	116122	49947
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MONTSERRAT	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO	MOROCCO
VOYAGER	300C AND DESIGN	AVENGER	CALIBER	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER RIBBON DESIGN III	COMMANDER	COMPASS	DODGE	DODGE	DODGE	DODGE CREW	DODGE NITRO	HEMI	JEEP	JEEP	JEEP	JEEP J8	JEEP LIBERTY	JOURNEY	MOPAR	MOPAR (SPECIAL FORM)	PATRIOT	PT CRUISER	RAM	RAM'S HEAD DESIGN I	RAM'S HEAD DESIGN II	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	TOWN & COUNTRY	TRAZO	TRIANGLE/RECTANGLE DESIGN
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12	12	12				12	12	12	12	9	7	o	11	12	12	17	7	12	12	7	6	12	17	12	12	12	12, 37	12	12	37	12
2/25/2004	2/7/2005	12/24/2004	2/25/2004	1/24/2005	12/24/2004			11/21/1979	3/28/1978	8/21/1941	3/2/1994		5/17/1963	5/17/1963	5/17/1963	5/17/1963	5/17/1963		5/17/1963			10/3/1977	5/8/1968	5/8/1968	5/8/1968	5/8/1968	9/25/2000	2/5/2004	1/20/1984	11/15/2002			11/15/2002	
7663/04	8628/20085	8571/2004	7664/2004	8619/05	8570/04	3153/1991	3152/1991	3151/1991	190/78(SWA)	1192/41	94/0232	2186/50(SWA)	63/6235/1	63/6235/2	63/6235/3	63/6235/4	63/6235/5	46/1517	63/6235/6	3858/56/1	3858/56/2	77/708	68/207/1	68/207/2	68/207/3	68/207/4	15957/057	25150	8976	9374	8972	8973	9370	8971
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MOZAMBIQUE	MOZAMBIQUE	MOZAMBIQUE	MOZAMBIQUE	MOZAMBIQUE	MOZAMBIQUE	MYANMAR	MYANMAR	MYANMAR	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NAMIBIA	NEPAL	NEPAL	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES
COMMANDER	COMPASS	DODGE	JEEP	PATRIOT	RAM'S HEAD DESIGN II	JEEP	MOPAR	PLYMOUTH	CHEROKEE	CHRYSLER RIBBON DESIGN I	CHRYSLER RIBBON DESIGN III	DODGE	JEEP	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	PLYMOUTH	STAR FORMED BY TRIANGLES	CHEROKEE	JEEP	CARAVAN	CHRYSLER	CHRYSLER RIBBON DESIGN I	DODGE	DODGE	JEEP									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC					

37	3, 7, 8, 9, 11, 14, 18, 20, 21	9, 11, 12, 17	12	12	12	12	12	12	12	12	12	12	12	37	12	12	12	12	12	12	12	37	12	12	12	12	12	က	7	æ	6	11
11/15/2002	9/1/1989		1/23/1980	11/15/1984	12/20/1983	4/28/1998	9/9/2003	6/25/1968	5/16/2005	4/11/2005		12/21/2000	11/4/1996	11/4/1996	12/19/1989	2/24/1994	12/23/2003	1/11/2005	10/10/1996	1/5/1943	1/23/1992	12/6/2004	6/29/2006	4/21/2005	3/10/1998	9/13/2007	6/9/2003	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988
9371	6875	8977	8975	8978	8979	9289	701196	87300	729746	728188	136005	629652	269052	269051	198624	234484	706373	723784	268154	39547	215781	722452	754088	728509	289566	775820	A680591	177498	177499	177500	177501	177502
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NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND
JEEP	JEEP	MOPAR	RAM	STAR FORMED BY TRIANGLES	VOYAGER	WRANGLER	300C AND DESIGN	AVENGER	AVENGER	CALIBER	CHEROKEE	CHEROKEE OVERLAND	CHRYSLER	CHRYSLER	CHRYSLER MONACO	CHRYSLER RIBBON DESIGN III	COMMANDER	COMPASS	DAKOTA DODGE DAKOTA	DODGE	DODGE	DODGE	DODGE CREW	DODGE NITRO	DURANGO	ENVI	HEMI	JEEP	JEEP	JEEP	JEEP	JEEP
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	4	18	20	21	22	24	25	26	28	34	35	37	12, 16, 25, 41	12	12	12	7	6	11	12	37	12	12	12	12	12	37	12	7	6	11	12	37
3/16/1943	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	2/9/1988	5/2/1988	5/2/1988	5/31/2005	11/15/2000	8/27/2007	11/15/2000	3/10/1998	3/10/1998	3/10/1998	12/6/1999	3/10/1998	4/5/1956	10/2/2003	8/6/1998	3/10/1998	3/10/1998	12/6/2004	11/5/1996	10/29/1996	10/29/1996	10/29/1996	11/7/1984	10/29/1996
39663	177503	177504	177505	177506	177507	177508	177509	177510	177511	177512	180329	180330	730493	627243	774726	627242	289570	289571	289572	604359	289573	57947	702505	296216	289574	289575	722453	269079	268771	268772	268773	155711	268774
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NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND													
JEEP	JEEP JAMBOREE	JEEP LIBERTY	JOURNEY	LIBERTY	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR (SPECIAL FORM)	PATRIOT	PT CRUISER	RAM	RAM'S HEAD DESIGN I	RAM'S HEAD DESIGN II	SEBRING	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES												
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC													

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3/10/1998	3/24/2009	6/23/1992	1/6/1993	3/4/1988	4/21/2005	3/9/2007	11/25/2004	3/13/1998		11/8/1996		3/15/1994	1/8/2004	3/14/2005		11/8/1996	9/2/2006	5/4/2005	8/31/2007	11/15/1989	6/18/2003	8/23/1988	8/23/1988	8/23/1988	8/23/1988	8/23/1988		8/23/1988	8/23/1988	8/23/1988	8/23/1988	8/23/1988	8/23/1988	8/23/1988
289576	804135	219299	224059	178024	0600021 LM	0800171LM	82884 LM	39242	16311	R34635CC	R1428	27502CC	70971LM	83314 LM	3527	R34636CC	0701631LM	060081 LM	0802213LM	20810	60272LM	18997CC	18990CC	19005CC	19006CC	19002CC	3842	18996CC	19003CC	19001CC	19004CC	19007CC	19000CC	18998CC
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NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NEW ZEALAND	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA						
TOWN & COUNTRY	TRAZO	VIPER	VOYAGER	WRANGLER	CALIBER	CHALLENGER	CHARGER	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER RIBBON DESIGN I	CHRYSLER RIBBON DESIGN III	COMMANDER	COMPASS	DODGE	DODGE	DODGE CREW	DODGE NITRO	DURANGO	EAGLE	HEMI	JEEP												
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

26	28	34	35	37	12	12	_	2	က	4	9	ω	6	11	17	18	22	27	7	12	35	36	37	39	14	12	12	12	37	7	6	11
8/23/1988	8/23/1988	8/23/1988	8/23/1988	3/23/1988	8/29/2007	6/10/2004			8/9/1978		8/9/1978															1/7/2005		12/14/2004	12/14/2005	11/8/1996	11/8/1996	11/8/1996
19114CC	18999CC	18897CC	19115CC	18985CC	0802652LM	81356	9528CC	9546CC	11822CC	9530CC	11580CC	9531CC	9548CC	9534CC	9535CC	9547CC	9469CC	9468CC	9481A	9480	9811CC	9810CC	3809CC	339086	9805CC	83862	11470CC	83177 LM	83176 LM	R34920CC	R34921CC	R34922CC
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NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA	NICARAGUA																			
JEEP	JEEP	JEEP	JEEP	JEEP	JOURNEY	LIBERTY	MOPAR	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS	MOPAR WITH PENTASTAR DESIGN AND BARS	PATRIOT	RAM	RAM'S HEAD DESIGN II	RAM'S HEAD DESIGN II	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																			

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25	26	28	34	12	12	12	~	2	က	4	9	7	6	17	12	17	22	12	22	12	12	12	11, 12	12	12	7, 9, 11, 12	37	1, 2, 3, 4, 6, 7, 9, 11, 12, 1	12	12	12	12	12
2/22/1988	2/29/1988	2/29/1988	2/22/1988	11/27/2007	8/17/1999	3/16/1998	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	7/3/1978	3/16/1998		3/19/1998	9/10/2003	12/22/2004	6/24/1968	2/16/1990	3/6/2007	3/16/1988	1/19/1987	6/10/1974	3/9/1987	10/30/1996	12/22/1989	5/30/2000	2/22/1994
51828	48849	49053	51807	TP 181527/07	65846	60692	33445	33452	33444	33460	33461	33443	33458	33457	33459	33456	33442	60541	16856	TP 35448	223095	230941	75796	151462	200702532	143861	140715	92979	133479	194519	152835	217691	167588
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NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NIGERIA	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY							
JEEP	JEEP	JEEP	JEEP	JEEP J8	MOPAR	RAM	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	TOWN & COUNTRY	WAGONEER	WRANGLER	300C AND DESIGN	AVENGER	AVENGER	BARS DESIGN (GRILLE)	CHALLENGER	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER CARAVAN	CHRYSLER GRAND VOYAGER	CHRYSLER MONACO	CHRYSLER PACIFICA	CHRYSLER RIBBON DESIGN III								
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

12	12	12	7, 9, 11, 37	12	12	12	12	12	12	12	12	12	12	16	25	3, 5, 7, 8, 9, 11, 14, 18, 20,	12	12	12	12	12	7, 12	9, 11, 37	6, 7, 12	6	12	12	12	12	37	12	7	12
7/23/1987	1/12/2005		1/19/1987	2/13/2007	12/30/1983	1/19/2009	8/30/2006	4/21/2005	11/10/2004	9/13/2007	3/9/1998	6/11/2003	3/13/1946	2/22/1995	5/21/1980	3/8/1988	12/23/2003	4/29/1997	11/20/2000	8/27/2007	11/20/2000	3/9/1998	1/19/1987	4/4/1956	1/28/2004	1/5/2005	8/7/1998	12/7/1979	11/10/2004	12/7/2004	3/13/1990	11/14/1996	11/6/1984
134544	229472	28943	136487	200701807	124918	200900630	239249	231272	228897	242947	203526	221736	33735	174712	105416	156015	226742	187768	210045	242768	215611	194888	136489	48734	225901	229340	201961	111143	228827	229586	146713	183536	125286
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NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY	NORWAY
CHRYSLER VOYAGER	COMPASS	DODGE	DODGE	DODGE CALIBER	DODGE CARAVAN	DODGE CIRCUIT	DODGE CREW	DODGE NITRO	DURANGO	ENVI	GRAND CARAVAN	HEMI	JEEP	JEEP	JEEP	JEEP	JEEP COMMANDER	JEEP GRILLE DESIGN	JEEP LIBERTY	JOURNEY	LIBERTY	MOPAR	MOPAR	MOPAR (SPECIAL FORM)	MOPAR POWER PRO AND DESIGN	PATRIOT	PT CRUISER	RAM	RAM'S HEAD DESIGN II	RAM'S HEAD DESIGN II	RENEGADE	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

CHRYSLER LLC	STAR FORMED BY TRIANGLES	NORWAY	ď	136488	1/19/1987	7, 9, 11, 37
CHRYSLER LLC	STOW 'N GO	NORWAY	ď	232028	6/27/2005	12
CHRYSLER LLC		NORWAY	ď	166291	1/20/1994	12
CHRYSLER LLC	TOWN & COUNTRY	NORWAY	ď	214197	1/19/2001	12
CHRYSLER LLC	TRAZO	NORWAY	ď	245872	3/4/2008	12
CHRYSLER LLC	VIPER	NORWAY	ď	146747	8/10/1989	12
CHRYSLER LLC	VIPER	NORWAY	~	197507	6/9/1993	7, 9, 11, 14, 16, 18, 25, 28,
CHRYSLER LLC	VIPER LOGO I	NORWAY	ď	159350	1/24/1992	12
CHRYSLER LLC	NOISIA	NORWAY	ď	165282	1/23/1992	12
CHRYSLER LLC	WRANGLER	NORWAY	ď	163304	3/17/1988	7, 9, 11, 12
CHRYSLER LLC	300C AND DESIGN	O.A.P.I.	4	3200301322	9/25/2003	12
CHRYSLER LLC	CALIBER	O.A.P.I.	٧	3200500644	4/25/2005	12
CHRYSLER LLC	CHEROKEE	O.A.P.I.	œ	39257	5/12/1998	12
CHRYSLER LLC	CHRYSLER	O.A.P.I.	ď	34353	9/28/1994	37
CHRYSLER LLC	CHRYSLER	O.A.P.I.	ď	22568		2, 7, 11, 12
CHRYSLER LLC	CHRYSLER	O.A.P.I.	ď	34350	9/28/1994	7, 9, 11, 12
CHRYSLER LLC	CHRYSLER RIBBON DESIGN II	O.A.P.I.	ď	13917		9, 11, 12
CHRYSLER LLC	CHRYSLER RIBBON DESIGN III	O.A.P.I.	ď	34352	9/28/1994	37
CHRYSLER LLC	CHRYSLER RIBBON DESIGN III	O.A.P.I.	ď	34351	9/28/1994	7, 9, 11, 12
CHRYSLER LLC	COMMANDER	O.A.P.I.	A	3200301796	12/24/2003	12
CHRYSLER LLC	COMPASS	O.A.P.I.	A	3200500055	1/13/2005	12
CHRYSLER LLC	DAKOTA	O.A.P.I.	Υ			12
CHRYSLER LLC	DODGE	O.A.P.I.	ď	22569		12
CHRYSLER LLC	DODGE	O.A.P.I.	ď	34356	9/28/1994	37
CHRYSLER LLC	DODGE	O.A.P.I.	ď	34346	9/28/1994	7, 9, 11, 12
CHRYSLER LLC	DODGE CREW	O.A.P.I.	A	3200601890	10/11/2006	12
CHRYSLER LLC	DODGE NITRO	O.A.P.I.	A	3200500881	6/6/2005	12
CHRYSLER LLC	IW∃H	O.A.P.I.	A			12
CHRYSLER LLC	JEEP	O.A.P.I.	ď	36905	10/9/1996	12
CHRYSLER LLC	JEEP	O.A.P.I.	ď	34355	9/28/1994	37
CHRYSLER LLC	JEEP	O.A.P.I.	~	16077		4, 6, 7, 12, 16, 28
CHRYSLER LLC	JEEP J8	O.A.P.I.	A	3200702172	11/16/2007	12
CHRYSLER LLC	JOURNEY	O.A.P.I.	~	52065	9/18/2007	12

12	37	1, 2, 3, 7, 9, 11, 12	7, 9, 11, 12	12	12	12	12	37	7, 9, 11, 12	12	12	12	12	12	7	6	-	12	37	7	6	<del>-</del>	12	37	12	12	12	12	7	6	<del>-</del>	12	37
5/12/1998	9/28/1994		9/28/1994	3/10/2005		12/31/2004		9/28/1994	9/28/1994	11/20/2008	9/16/2003	4/28/2005	5/12/2007	4/23/2003	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	8/12/1998	6/4/1994	1/17/2005	2/9/1994	10/31/1993	10/31/1993	10/31/1993	10/31/1993	10/31/1993
39261	34354	65364/15300	34349	51437		51153	72310	34357	34348	3200802659	31391	36238	44954	30436	8006	9005	9004	9005	9006	2668	0006	8668	9001	6668	18431	9914	35388	9206	9074	9082	9083	9081	9080
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O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	O.A.P.I.	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN
LAREDO	MOPAR	MOPAR	MOPAR	PATRIOT	RAM	RAM'S HEAD DESIGN II	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	WRANGLER	300C AND DESIGN	CALIBER	CHALLENGER	CHARGER	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER PT CRUISER	CHRYSLER RIBBON DESIGN III	COMPASS	DAKOTA	DODGE	DODGE	DODGE	DODGE	DODGE
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

12	12	12	12	7	6	11	12	37	12	12	12	7	6	11	12	37	12	12	12	12	7	6	11	12	37	12	12	12	12	7	6	1	12	37
9/2/2006	4/25/2005	4/13/1998	6/15/2003	10/26/1993	10/26/1993	10/26/1993	10/26/1993	10/26/1993	1/7/2001	8/29/2007	1/7/2001	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993	7/6/2005	2/20/1994	4/13/1998	5/2/2000	11/20/1993	11/20/1993	11/20/1993	11/30/1993	11/20/1993	8/17/2002	3/3/2008	10/26/1993	2/9/1994	10/18/1993	10/18/1993	10/18/1993	10/18/1993	10/18/1993
41341	36239	17651	30727	9046	9050	9049	9048	9047	24543	46695	24542	9014	9013	9012	9015	8995	36960	9547	17650	21834	9150	9151	9153	9152	9154	28770	49178	9045	9507	2006	8006	6006	9010	9011
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OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN	OMAN																			
DODGE CREW	DODGE NITRO	DURANGO	HEMI	JEEP	JEEP	JEEP	JEEP	JEEP	JEEP LIBERTY	JOURNEY	LIBERTY	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	PATRIOT	RAM	RAM'S HEAD DESIGN I	SEBRING	STAR FORMED BY TRIANGLES	TOWN & COUNTRY	TRAZO	VIPER	VOYAGER	WRANGLER	WRANGLER	WRANGLER	WRANGLER	WRANGLER				
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																			

12	12	37	12	12	37	12	က	7	∞	6	7-	12	4	18	20	21	22	24	25	26	28	34	37	12	12	12	24	25	12	က	4	12	7	6
1/20/1993		5/18/2004	3/3/1994		5/18/2004	8/11/2005	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988		2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	2/18/1988	5/18/2004	11/23/2000	2/2/1993	2/2/1993	11/7/1977	11/7/1977	11/23/2000				8/21/1998	8/21/1998
65399	2241	195890	124224	2242	195891	212491	97459	97457	97456	97470	97467	9397	97466	97458	97469	97468	97465	97463	97462	97461	97464	97460	195889	167733	118959	118960	66333	66332	167734	2238	2237	2235	149608	149607
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PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN
CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER RIBBON DESIGN III	DODGE	DODGE	HEMI	JEEP	JEEP LIBERTY	JEEP XJ	JEEP YJ	JEEPERS	JEEPERS	LIBERTY	MOPAR	MOPAR	MOPAR		STAR FORMED BY TRIANGLES																
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

11	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	37	12	3 12	12	12	12	12	12	က	7	6	11	12	41	18	
8/21/1998	11/20/1984	1/20/1993	1/20/1993	1/20/1993	1/7/2004	5/10/1989	6/14/2005	4/18/2005	4/17/1998	1/5/2005	8/14/1992		7/7/1999	2/2/2000	1/7/2004	1/13/2005	4/17/1998		1/5/2005	2/19/2008	10/25/2006	4/21/2005	6/6/1983	4/17/1998	6/24/2005	4/17/1998	3/22/1990	3/23/1990	3/23/1990	3/23/1990		3/23/1990	3/23/1990	0007
149606	84573	118737	118740	118741	132584	49713	143049	141827	93489	139930	62406	14421	101513	105214/01	132583	140079	93490	196	139929	168675	15629701	141930	33164	93491	143336 01	9349201	52552	52568	52566	52565	1495	52567	52557	0.1.0.1
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PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PAKISTAN	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	4400
STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	VOYAGER	WRANGLER	300C AND DESIGN	ARIES	AVENGER	CALIBER	CARAVAN	CHARGER	CHEROKEE	CHRYSLER	CHRYSLER RIBBON DESIGN III	CHRYSLER SEBRING	COMMANDER	COMPASS	DAKOTA	DODGE	DODGE	DODGE CHARGER	DODGE CREW	DODGE NITRO	DODGE RAM	DURANGO	HEMI	INTREPID	JEEP							
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	

21	22	24	25	26	28	34	35	37	8	12	12	12	12	7	6	11	12	12	37	12	12	12	12	37	7	6		12	12	12	12	28	12	12
3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	3/23/1990	12/22/2000		9/18/2007	12/22/2000	4/20/1998	4/20/1998	4/20/1998		4/20/1998	4/20/1998		1/5/2005	9/8/1998	4/17/1998	1/5/2005	3/11/1999	3/11/1999	3/11/1999	1/25/1985	4/17/1998	4/11/2008	4/17/1998	5/30/1995	1/31/2007	
52570	52556	52562	52561	52559	52560	52564	52563	52571	52569	112089/01	14116	16504801	112088	93530	93531	93532	130	93533	93534	128	139931 01	95993	93497	139932	99280	99281	99282	37628	93499	170305 01	93500	75748	15875701	10409
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PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA	PANAMA									
JEEP	JEEP (STYLIZED) VI	JEEP LIBERTY	JEEPSTER	JOURNEY	LIBERTY	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR (SPECIAL FORM) II	PATRIOT	PT CRUISER	RAM'S HEAD DESIGN I	RAM'S HEAD DESIGN II	STAR FORMED BY TRIANGLES	TOWN & COUNTRY	TRAZO	VIPER	VIPER	VOYAGER	WAGONEER											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC									

12	12	12	12	37	12	12	12	12	12	12	12	37	12	12	12	12	12	12	37	12	12	12	12	12	12	3	7	∞	6	11	12	14	18	20
11/24/1986	4/21/1998	3/7/1994		8/13/1980	4/21/1998	9/10/2003	6/17/2005	4/22/2005	4/6/1998	1/15/1990		11/5/1996	8/13/1998	5/3/1994	1/6/2004	1/12/2005	4/15/1998		12/9/2004	8/7/2007	9/4/2006	4/17/2005	8/31/2007	2/1/1989	6/13/2003	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988		2/12/1988	2/12/1988	2/12/1988
42820	61034	A58058	A3545(12)	51639	61023	269413	290757	287824	214181	232090	299429	303423	213697	278077	272571	597-2005	213795	281081	281731	312265	301866	286790	313695	229670	263484	212582	211523	211522	210636	210560	298752	211563	211521	210559
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PANAMA	PAPUA NEW GUINEA	PAPUA NEW GUINEA	PAPUA NEW GUINEA	PAPUA NEW GUINEA	PAPUA NEW GUINEA	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY
WRANGLER	CHEROKEE	CHRYSLER RIBBON DESIGN III	JEEP	JEEP	WRANGLER	300C AND DESIGN	AVENGER	CALIBER	CARAVAN	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER PT CRUISER	CHRYSLER RIBBON DESIGN III	COMMANDER	COMPASS	DAKOTA	DODGE	DODGE	DODGE BREEZE	DODGE CREW	DODGE NITRO	DURANGO	EAGLE	HEMI	JEEP								
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

21	22	24	25	26	28	34	35	37	12	12	12	7	6	11	12	37	7	12	12	12	12	37	12	_	2	က	4	7	တ	11	12	37	12	28
2/12/1988	2/12/1988	2/12/1988	2/17/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	2/12/1988	11/17/2000	8/31/2007	11/17/2000	4/6/1998	4/6/1998	4/13/1998	4/6/1998	4/6/1998			1/13/2005		4/6/1998	12/9/2004	1/17/2000									10/30/1996	3/5/2008	4/30/1993
210635	210634	210633	210863	210862	210861	210860	210859	210858	246097	28921/2007	255230	213097	212479	215348	213096	212478	214999	211403	732/2005	228205	212480	280156	229797	261719	261720	261721	261722	261723	261803	261724	261725	303070	7191/2008	270103
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PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY	PARAGUAY																	
JEEP	JEEP LIBERTY	JOURNEY	LIBERTY	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR	MOPAR (SPECIAL FORM)	MOPAR (SPECIAL FORM)	PATRIOT	RAM	RAM'S HEAD DESIGN I	RAM'S HEAD DESIGN II	SEBRING	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	TRAZO	VIPER											
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																	

12	12	12	12	12	12	12	12	12	7	6	-	12	12	12	12	12	12	7	6	-	12	17	37	12	12	12	12	က	7	8	6	-	12	14
10/15/1992		1/15/1990	9/16/2003	6/17/2005	4/20/2005	7/23/2004	3/13/2007	12/6/1990	11/7/1986				8/14/1998	3/1/1994	1/5/2004	1/17/2005	2/4/1997						12/10/2004	9/5/2006	4/21/2005	4/15/1998	6/13/2003	3/15/1988		3/15/1988	3/15/1988	3/15/1988		3/15/1988
162362	272212	239623	94589	109324	107879	100843	128405	90465	66270	70757	70678	71702	64282	7978	96161	104926	35567	16248	16666	16667	16668	16247	37613	122315	112912	48222	92257	75725	24769	75723	75724	75719	24770	75720
α_	α.	~	~	~	<u>د</u>	ď	~	~	~	~	<u>د</u>	<b>~</b>	~	~	~	α.	α	α.	α.	~	~	~	~	~	<u>د</u>	~	ď	<u>د</u>	ď	ď	<u>د</u>	ď	α.	х
PARAGUAY	PARAGUAY	PARAGUAY	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU
VOYAGER	WAGONEER	WRANGLER	300C AND DESIGN	AVENGER	CALIBER	CARAVAN	CHALLENGER	CHEROKEE	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER PT CRUISER	CHRYSLER RIBBON DESIGN III	COMMANDER	COMPASS	DAKOTA	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE	DODGE CREW	DODGE NITRO	DURANGO	HEMI	JEEP						
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

18	20	21	22	24	25	26	28	34	35	37	12	12	12	12	<b>~</b>	2	က	4	7	6	<del>-</del>	12	17	21	37	9	7	o	12	20	27	12	12	12
3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	3/15/1988	7/14/2005	12/15/2000	9/3/2007	12/15/2000	1/12/1994	1/12/1994		1/12/1994	12/3/1998	8/27/1998		12/3/1998			4/8/1998							1/6/2005	3/26/2009	
75721	75722	75717	75718	75716	75715	75714	75713	75712	5963	5964	117155	71804	136431	71368	6573	6574	21016	6572	53539	57578	18019	53390	18018	18017	14914	16669	16209	16210	16670	16671	16665	104256	385390	17936
2	~	~	<u>د</u>	~	~	<u>د</u>	~	~	<u>د</u>	~	~	~	~	~	~	~	~	~	~	~	~	ď	~	~	~	~	ď	<u>د</u>	ď	<u>د</u>	ď	Υ.	A	Δ.
PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU																										
JEEP	JEEP CRD	JEEP LIBERTY	JOURNEY	LIBERTY	MOPAR	MOPAR (SPECIAL FORM) II	PATRIOT	PENTASTAR	РLYMOUTH																									
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC																										

12	12	37	12	_	3	4	9	7	8	6	11	12	17	20	21	37	12	12	12	28	41	12	12	12	12	12	12	12	12	12	12	12	12	12
11/29/1996	4/8/1998	12/10/2004	1/19/2000													11/13/1996	12/17/1998	3/4/2008	12/17/1998	5/4/1993	5/4/1993	3/26/1997		3/5/1997	10/11/1997	12/28/2006	3/16/2006	4/18/2005	5/27/1997	3/5/2007	3/23/2006	5/27/1997	2/19/1981	6/2/1997
34327	47070	37676	62967	15097	13046	13702	13047	13703	18020	13704	13377	16938	13376	13378	13379	10013	66243	142499	58871	2458	694	37375	19659	38942	4-1997-125615	4-2007-000042	4-2006-003036	4-2005-003484	4-1997-120996	4-2007-002307	4-2006-003288	4/1997/120994	33375	41997115329
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PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PERU	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES	PHILIPPINES
RAM	RAM'S HEAD DESIGN I	RAM'S HEAD DESIGN II	SEBRING	STAR FORMED BY TRIANGLES	TOWN & COUNTRY	TRAZO	VIPER	VIPER	VIPER	VOYAGER	WAGONEER	WRANGLER	300 M BADGE LOGO	300C	AVENGER	CALIBER	CARAVAN	CHALLENGER	CHARGER	CHEROKEE	CHRYSLER	CHRYSLER RIBBON DESIGN III												
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

PHILIPPINES	COMMANDER
PHILIPPINES         R         4-2007-000043         1/2/28/2006           PHILIPPINES         R         4-2007-000032         1/14/2002           PHILIPPINES         A         4-2006-009885         8/31/2006           PHILIPPINES         R         4-2006-009885         8/31/2006           PHILIPPINES         R         4-2006-003701         4/21/2005           PHILIPPINES         R         4-2007-00778         9/26/2007           PHILIPPINES         R         4-2007-007623         6/9/2003           PHILIPPINES         R         4-2007-00650         6/9/2003           PHILIPPINES         R         4-2007-004507         6/9/2003           PHILIPPINES         R         4-2007-004507         6/9/2003           PHILIPPINES         R         4-2007-004507         6/9/2003           PHILIPPINES         R         4-2007-004507         6/9/2003           PHILIPPINES         R         4-1096-00699         1/17/2007           PHILIPPINES         R         4-1096-00699         1/17/2007           PHILIPPINES         R         4-1096-00699         1/17/200           PHILIPPINES         R         4-1096-00699         1/17/200           PHILIPPINES         R	COMPAS
PHILIPPINES         R         4-1997-119504         4/8/1997           PHILIPPINES         R         4-2002-000302         1/14/2002           PHILIPPINES         A         4-2006-000385         8/31/2006           PHILIPPINES         R         4-2005-003701         4/21/2005           PHILIPPINES         R         4-2003-0005050         6/9/2003           PHILIPPINES         R         4-2003-0007650         6/9/2003           PHILIPPINES         R         4-2003-0007650         6/9/2003           PHILIPPINES         R         4-2003-0007650         6/9/2003           PHILIPPINES         R         4-2003-0007625         9/3/2007           PHILIPPINES         R         4-2003-0007625         9/3/2007           PHILIPPINES         R         4-2003-000693         1/15/2002           PHILIPPINES         R         4-2008-00934         1/15/2007           PHILIPPINES         R         4-2008-00934         1/15/2002           PHILIPPINES         R         4-2008-00934         1/15/2009           PHILIPPINES         R         4-2008-00934         1/16/2009           PHILIPPINES         R         4-2008-00934         1/16/2009           PHILIPPINES	CROSSFIRE
PHILIPPINES         R         4-2002-000302         1/14/2002           PHILIPPINES         A         4-2006-003685         8/31/2006           PHILIPPINES         R         4-2006-003701         4/21/2005           PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2007-010778         9/3/2007           PHILIPPINES         R         4-2007-01078         9/3/2007           PHILIPPINES         R         4-2007-004507         5/3/2007           PHILIPPINES         R         4-2008-004789         5/3/2007           PHILIPPINES         R         4-2008-004789         5/3/2007           PHILIPPINES         R         4-1998-00699         2/2/1998           PHILIPPINES         R         4-1998-00699         2/2/1998           PHILIPPINES         R         4-1998-006943         1/15/2002           PHILIPPINES         R         4-2002-000943         1/15/2002           PHILIPPINES         R         4-2002-000943         1/15/2002           PHILIPPINES         R <td>DAKOTA</td>	DAKOTA
PHILIPPINES         A         4-2006-009685         8/31/2006           PHILIPPINES         R         4-2005-003701         4/21/2005           PHILIPPINES         R         4-2005-003701         4/21/2005           PHILIPPINES         R         4-1997-121927         6/22/1098           PHILIPPINES         R         4-2003-0005050         6/9/2003           PHILIPPINES         R         4-2007-0104778         9/26/2003           PHILIPPINES         R         4-2007-0104077         6/9/2003           PHILIPPINES         R         4-2007-010312         1/17/2007           PHILIPPINES         R         4-2007-004507         5/3/2007           PHILIPPINES         R         4-2007-00438         1/1/2/2002           PHILIPPINES         R         4-2008-009034         1/1/2/2002           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2005-0009438         1/1/2/2002           PHILIPPINES         R         4-2008-0009431         1/1/2/2008           PHILIPPINES         R         4-2008-0009431         1/1/2/2008           PHILIPPINES	DODGE
PHILIPPINES         R         4,2005-003701         4/21/2005           PHILIPPINES         R         4,2007-010778         9/26/2007           PHILIPPINES         R         4,1997-121927         6/22/1998           PHILIPPINES         R         4,2007-010778         9/26/2007           PHILIPPINES         R         4,2007-005650         6/9/2003           PHILIPPINES         R         4,2007-007623         8/20/2003           PHILIPPINES         A         4,2007-009625         9/3/2007           PHILIPPINES         A         4,2007-009625         9/3/2007           PHILIPPINES         R         4,1998-0699         2/2/1998           PHILIPPINES         R         4,1998-0690         2/2/1998           PHILIPPINES         R         4,1998-0690         2/2/1998           PHILIPPINES         R         4,1998-0690         7/10/1998           PHILIPPINES         R         4,1998-0690         7/10/1998           PHILIPPINES         R         4,2002-0009438         11/5/2002           PHILIPPINES         R         4,1998-0690         7/10/1998           PHILIPPINES         R         4,2002-0009438         11/5/2006           PHILIPPINES         R	DODGE CREW
PHILIPPINES         R         4-1997-121927         6/22/1998           PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2003-0005050         6/9/2003           PHILIPPINES         R         4-2007-0007623         8/20/2003           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2008-009034         7/28/2008           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2002-0009438         7/10/1998           PHILIPPINES         R         4-2002-0009431         7/10/1998           PHILIPPINES         R         4-2002-0009431         7/10/1998           PHILIPPINES         <	DODGE NITRO
PHILIPPINES         R         4-2007-010778         9/26/2007           PHILIPPINES         R         4-2003-0005050         6/9/2003           PHILIPPINES         R         4-1997-119437         44/1997           PHILIPPINES         A         4-2003-0007623         8/20/2003           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2005-00699         2/2/1998           PHILIPPINES         A         4-2006-00934         7/28/2008           PHILIPPINES         A         4-2006-009438         7/28/2008           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2002-0009438         7/10/1998           PHILIPPINES         R         4-2002-0009438         7/10/1998           PHILIPPINES         R         4-2002-0009438         7/10/1998           PHILIPPINES         R         4-2002-0009438         7/10/1998           PHILIPPINES <th< td=""><td>DURANGO</td></th<>	DURANGO
PHILIPPINES         R         4-2003-0005050         6/9/2003           PHILIPPINES         R         4-1997-119437         4/4/1997           PHILIPPINES         R         4-1997-119437         4/4/1997           PHILIPPINES         A         4-2003-0007623         8/20/2003           PHILIPPINES         A         4-2007-012312         11/7/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2008-00699         2/2/1996           PHILIPPINES         A         4-2008-00699         2/2/1996           PHILIPPINES         A         4-2008-004789         5/5/2006           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2002-0009431         1/15/2002           PHILIPPINES         R         4-2002-0009431         1/15/2002           PHILIPPINES         R         4-2002-0009431         1/15/2003           PHILIPPINES         R         4-2002-0009431         1/15/2003           PHILIPPINES         R         4-2002-0009431         1/15/2003           POLAND         R </td <td>ENAI</td>	ENAI
PHILIPPINES         R         4-1997-119437         4/4/1997           PHILIPPINES         A         4-2003-0007623         8/20/2003           PHILIPPINES         A         4-2007-012312         11/7/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2006-004507         5/3/2007           PHILIPPINES         A         4-2006-004789         5/2/1996           PHILIPPINES         A         4-2006-004789         5/5/2006           PHILIPPINES         B         4-1997-119505         4/8/1997           PHILIPPINES         B         4-1997-119506         4/8/1997           PHILIPPINES         B         4-1997-119506         4/8/1997           PHILIPPINES         B         4-1997-009431         1/15/2002           PHILIPPINES         B         4-2002-0009431         1/15/2002           PHILIPPINES         B         4-2002-0009431         1/15/2003           PHILIPPINES         A         4-2006-000143         1/16/1998           PHILIPPINES         B         4-2006-0004341         1/15/2003           POLAND         R <td>HEMI</td>	HEMI
PHILIPPINES         R         R-2101         10/12/1979           PHILIPPINES         A         4-2003-0007623         8/20/2003           PHILIPPINES         A         4-2007-012312         11/17/2007           PHILIPPINES         R         4-2007-009625         9/3/2007           PHILIPPINES         R         4-2007-009625         9/3/2007           PHILIPPINES         R         4-2008-00699         2/2/1998           PHILIPPINES         R         4-2006-004789         7/28/2008           PHILIPPINES         R         4-1998-00699         7/10/1998           PHILIPPINES         R         4-1997-0069431         11/5/2002           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2006-00714         3/24/2009           PHILIPPINES         R         4-2006-00715         8/11/2005           PHILIPPINES         R         4-2006-00716         9/10/2003           POLAND         R         R-36612         2/21/1994           POLAND         R         R-3	INTREPID
PHILIPPINES         A         4-2003-0007623         8/20/2003           PHILIPPINES         A         4-2007-012312         11/17/2007           PHILIPPINES         A         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-2002-0009438         7/28/2008           PHILIPPINES         A         4-2002-0009438         7/10/1998           PHILIPPINES         A         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2003-003114         3/24/2009           PHILIPPINES         R         4-2003-003114         3/24/2009           POLAND         R         4-2003-00314         3/10/2003           POLAND         R         R-36612         2/21/1994           POLAND         R         <	JEEP
PHILIPPINES         A         4-2007-012312         11/17/2007           PHILIPPINES         R         4-2007-009625         9/3/2007           PHILIPPINES         R         4-2007-004507         5/3/2007           PHILIPPINES         R         4-1998-00699         2/2/1998           PHILIPPINES         R         4-2002-009438         1/15/2002           PHILIPPINES         R         4-1998-06040         7/10/1998           PHILIPPINES         R         4-1998/04013         5/29/1998           PHILIPPINES         R         4-1998/04013         5/29/1998           PHILIPPINES         R         4-2002-009431         1/15/2002           PHILIPPINES         R         4-2002-009431         1/15/2002           PHILIPPINES         R         4-2002-003114         3/24/2009           PHILIPPINES         R         4-2002-003114         3/24/2009           PHILIPPINES         R         4-2002-003114         3/24/2009           POLAND         R         4-2005-003114         3/24/2009           POLAND         R         4-2005-003114         3/16/1998           POLAND         R         4-2005-00314         3/16/1998           POLAND         R         4-	JEEP
PHILIPPINES         R         4-2007-009625         9/3/2007           PHILIPPINES         A         4-2007-004507         5/3/2007           PHILIPPINES         A         4-1998-00699         2/2/1998           PHILIPPINES         A         4-2002-0009438         7/28/2008           PHILIPPINES         R         4-2002-0009438         7/16/2002           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2002-0009431         11/5/2003           PHILIPPINES         R         4-2002-0009431         11/5/2003           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         R-36612         2/21/1994           POLAND         R         147313         1/18/2002           POLAND         R         177894	JEEP J8
PHILIPPINES         A 4-2007-004507         5/3/2007           PHILIPPINES         R 4-1998-00699         2/2/1998           PHILIPPINES         A 4-2008-009034         7/28/2008           PHILIPPINES         R 4-2002-0009438         11/5/2002           PHILIPPINES         R 4-2006-004789         5/5/2006           PHILIPPINES         R 4-1997-119505         4/8/1997           PHILIPPINES         R 4-1997-119505         4/8/1997           PHILIPPINES         R 4-2006-003431         11/5/2002           PHILIPPINES         R 4-2009-003114         3/29/1998           PHILIPPINES         R 4-2005-0003431         11/5/2002           PHILIPPINES         R 4-2005-0003431         11/5/2002           PHILIPPINES         R 4-2005-0003431         11/5/2002           PHILIPPINES         R 4-2005-000314         3/24/2009           POLAND         R 177294         9/10/2003           POLAND         R R45621         2/21/1994           POLAND         R R45621         1/18/2000           POLAND         R R-96612         2/21/1994           POLAND         R R-96612         1/18/2003           POLAND         R R-96612         1/18/2003           POLAND         R R-96612	JOURNEY
PHILIPPINES         R         4-2008-00699         2/2/1998           PHILIPPINES         A         4-2008-009034         7/28/2008           PHILIPPINES         R         4-2002-0009438         11/5/2002           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2005-003114         3/24/2009           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         R-2005-007715         8/16/1998           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         147313         1/12/2003           POLAND         R         177294         1/12/2003           POLAND         R         147313         1/12/2003	LIBERTY
PHILIPPINES         A         4-2008-009034         7/28/2008           PHILIPPINES         R         4-2002-0009438         11/5/2002           PHILIPPINES         A         04-2006-004789         5/5/2006           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2005-0003431         11/5/2002           PHILIPPINES         R         4-2005-0003431         11/5/2002           PHILIPPINES         R         4-2005-0003431         11/5/2002           PHILIPPINES         R         4-2005-0003431         11/5/2003           POLAND         R         177294         9/10/2003           POLAND         R         R-36612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         147313         1/18/2003           POLAND         R         1289642         1/12/2055	MOPAR
PHILIPPINES         R         4-2002-0009438         11/5/2002           PHILIPPINES         A         04-2006-004789         5/5/2006           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2005-007715         8/11/2005           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         R-36612         2/21/1994           POLAND         R         R-36612         2/21/1994           POLAND         R         R-36612         2/21/1994           POLAND         R         R-36612         1/18/2003           POLAND         R         1/78827         1/12/2003	PATRIOT
PHILIPPINES         A         04-2006-004789         5/5/2006           PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4/1998/04013         5/29/1978           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2009-003114         3/24/2009           PHILIPPINES         R         4-2009-003114         3/24/2009           POLAND         R         4-2005-007715         8/11/2005           POLAND         R         R45631         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         R45621         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         177887         1/12/2003           POLAND         R         2-289842         1/12/2005	PROWLER
PHILIPPINES         R         4-1997-119505         4/8/1997           PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998/04013         5/29/1978           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2005-003114         3/24/2009           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         R45621         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         147313         1/18/2003           POLAND         R         1289612         2/21/1994           POLAND         R         1289612         1/18/2003           POLAND         R         12/29/2003	PT CRUISER
PHILIPPINES         R         4-1998-05040         7/10/1998           PHILIPPINES         R         4-1998/04013         5/29/1978           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R-36612         2/21/1994           POLAND         R         R-36612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         147313         1/18/2003           POLAND         R         177827         1/12/2005	RAM
BHILIPPINES         R         32115         9/20/1978           PHILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         A         4-2005-000714         3/24/2009           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         R45621         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         177827         1/12/2005	RAM'S HEAD DESIGN
HILIPPINES         R         4/1998/04013         5/29/1998           PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         A         4-2005-003114         3/24/2009           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R45621         4/16/1998           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         1778827         12/29/2003           POLAND         R         2-289842         1/12/2005	STAR FORMED BY
PHILIPPINES         R         4-2002-0009431         11/5/2002           PHILIPPINES         A         4-2009-003114         3/24/2009           POLAND         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R-96612         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         147313         1/18/2000           POLAND         R         12/29/2003         1/12/2005	
PHILIPPINES         A         4-2009-003114         3/24/2009           PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         2-289842         1/12/2005	TOWN & COL
PHILIPPINES         R         4-2005-007715         8/11/2005           POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R45621         221/1994           POLAND         R         R-96612         221/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	TRAZO
POLAND         R         177294         9/10/2003           POLAND         R         128563         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         2-289842         1/12/2005	WRANGLER
POLAND         R         128563         4/16/1998           POLAND         R         R45621         2/21/1994           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	300C AND DESIGN
POLAND         R         R45621           POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	CHEROKEE (WORD MARK)
POLAND         R         R-96612         2/21/1994           POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	CHRYSLER
POLAND         R         147313         1/18/2000           POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	CHRYSLER RIBBON DESIGN III
POLAND         R         178827         12/29/2003           POLAND         A         Z-289842         1/12/2005	CHRYSLER SEBRING
POLAND A Z-289842 1/12/2005	COMMANDER
-	COMPASS

12	12	12	12	12	12	12	25, 28	12	24, 25	12	7, 9, 11, 12, 37	12	12	12	12	12	7	6	11	12	25	37	21, 28	12	12	12	12	12	12	12	12	12	28
6/11/1992	4/16/1998	2/10/1992		4/16/1998	6/11/1992		10/24/1996	11/30/2000	1/10/1978	11/30/2000	4/16/1998	9/11/2003	5/23/1968	2/20/1990	6/2/2000	11/30/1990	1/28/1987	1/28/1987	1/28/1987		9/16/1987	1/28/1987	1/9/1995	3/3/1987	10/20/1999	4/3/1998	10/30/1996	7/25/2002	8/28/1990	8/5/1998	2/21/1994	10/20/1999	10/15/1993
R89211	128564	R77512	R33061	128565	R77671	R-33323	R-124206	R157013	R-56283	161332	130280	2343150	925683	1415098	2234683	1449026	1299214	1299215	1299216	459513	A1321592	1299217	2007022	1302723	2211962	2163103	2114261	2306244	1437861	2174082	1562889	2211963	1550677
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POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	POLAND	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM
CONCORDE	DAKOTA (WORD MARK)	DODGE	DODGE	DURANGO (WORD MARK)	INTREPID	JEEP	JEEP	JEEP LIBERTY	JEEPERS	LIBERTY	MOPAR (WORD MARK)	300C AND DESIGN	AVENGER	BARS DESIGN (GRILLE)	CHARGER	CHEROKEE	CHRYSLER	CHRYSLER CARAVAN	CHRYSLER DURANGO	CHRYSLER GRAND CARAVAN	CHRYSLER GRAND VOYAGER	CHRYSLER PACIFICA		CHRYSLER PT CRUISER	CHRYSLER RIBBON DESIGN III	CHRYSLER TOWN & COUNTRY	CHRYSLER TOWN AND COUNTRY						
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC

CHRYSLER LLC	CHRYSLER TOWN AND COUNTRY	UNITED KINGDOM	2	2006731	10/31/1994	21, 28
CHRYSLER LLC	CHRYSLER VOYAGER	UNITED KINGDOM	ď	1316500	7/22/1987	12
CHRYSLER LLC	COMMANDER	UNITED KINGDOM	ď	2345089	10/6/2003	12
CHRYSLER LLC	COMPASS	UNITED KINGDOM	ď	2384161	2/10/2005	12
CHRYSLER LLC	COMPASS AND DESIGN	UNITED KINGDOM	ď	2041885B	10/19/1995	12, 37
CHRYSLER LLC	DAKOTA	UNITED KINGDOM	ď	2163149	4/3/1998	12
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	1299218	1/28/1987	7
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	1299219	1/28/1987	6
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	1299220	1/28/1987	11
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	696659	11/9/1939	12
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	2480085	12/9/2004	25
CHRYSLER LLC	DODGE	UNITED KINGDOM	~	1299221	1/28/1987	37
CHRYSLER LLC	DODGE	UNITED KINGDOM	ď	2007025	1/9/1995	21, 28
CHRYSLER LLC	DODGE DURANGO	UNITED KINGDOM	ď	2214100	11/12/1999	12
CHRYSLER LLC	DODGE SRT-10	UNITED KINGDOM	ď	2367665	7/7/2004	12
CHRYSLER LLC	FIVE STAR AND DESIGN	UNITED KINGDOM	ď	2235437	6/9/2000	35, 37
CHRYSLER LLC	GRAND CHEROKEE VISION SERIES	UNITED KINGDOM	~	2348798	11/13/2003	12
CHRYSLER LLC	GRAND VOYAGER	UNITED KINGDOM	ď	2111232	9/26/1996	12
CHRYSLER LLC	INTREPID	UNITED KINGDOM	ď	1488598	1/23/1992	12
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1355963	8/25/1988	3
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	A1356924	9/5/1988	7
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1366054	11/25/1988	8
CHRYSLER LLC	JEEP	UNITED KINGDOM	~	A1356925	9/5/1988	6
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1366055	11/25/1988	11
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	622169	2/17/1943	12
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1364797	11/25/1988	14
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	2012021	2/23/1995	16
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1409510	1/3/1990	18
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1409387	1/4/1990	20
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1409681	1/5/1990	21
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1411289	1/9/1990	22
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1410176	1/10/1990	24
CHRYSLER LLC	deep	NOILED KINGDOM	ď	698992	6/15/1951	25
CHRYSLER LLC	JEEP	UNITED KINGDOM	ď	1356143	8/26/1988	25
CHRYSLER LLC	JEEP	UNITED KINGDOM	~	1341819	4/20/1988	25

26	28	35	37	12	12	25	25	39	12	9	7	6	11	12	17	37	41	7, 12	7, 12	12	12	12	~	3	4	9	7	6	11	12	12	17	37	12
1/11/1990		1/15/1990	10/1/1986	2/6/2006	11/21/2000	10/31/1975	10/27/1981	6/30/1989	11/21/2000	4/24/1953	4/24/1953	4/24/1953	1/28/1987	4/24/1953	4/24/1953	1/28/1987	2/20/1999	7/1/2003	11/29/1996	2/8/2005	1/21/1982	1/21/1982					9/14/1965	9/14/1965	9/14/1965	9/14/1965	8/9/1971	4/6/1966	1/28/1987	10/10/1972
1410102	1072881	1410570	1273478	2413059	2253662	1054250	1163904	1389566	2253659	717156	717157	717158	1299222	717159	717160	1299223	2189667	2336700	2117200	2383823	1168317	A1168318	884243	884244	884245	884246	884247	884248	884249	884250	978967	887731	1299224	A999716
<u>«</u>	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	ď	Ж	æ	ď	ď	æ	ď	Ж	æ	æ
UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM							
JEEP	JEEP	JEEP	JEEP	JEEP CRD	JEEP LIBERTY	JEEPERS	JEEPERS & TAB DEVICE	JUST JEEP	LIBERTY	MOPAR	NITRO	NITRO	NITRO	PATRIOT	RAM	RAMCHARGER	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES		STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES			STAR FORMED BY TRIANGLES	STAR FORMED BY TRIANGLES	TRIANGLE/RECTANGLE DESIGN						
CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC	CHRYSLER LLC							

28	41	12	12	12	36	12	12	12	12	32	12	32	12	12	12	12	12	12	12	12	6	12	12	12	41	41	12	12	12	42	12	37	12	12
9/29/1993	9/29/1993	1/23/1992		3/9/2006	3/15/2006	9/11/2007	6/29/2006	11/19/2007	9/11/2007	2/14/2007	10/13/2006	11/19/2008	2/27/2008	11/30/2004	4/18/2006	9/6/2005	7/6/2004	12/7/2004	12/27/2005	6/27/2000	1/24/2006	2/12/2008	11/20/2007	1/1/2008	6/6/2000	6/6/2000	12/17/1991	11/25/2008	8/16/2005	1/3/1984	2/10/1953	11/22/1988	3/25/1947	6/13/2000
1548902	1548903	1488589	848505	78/833,107	78/838,050	77/276,244	78/920,215	77/333,256	77/276,234	77/107,502	77/020,518	77/617,713	77/407,449	2,907,243	3,083,587	2,993,150	2,861,480	2,908,414	3,036,437	2,362,025	3,051,481	3,382,770	3,341,833	3,363,176	2,355,138	2,355,137	1,668,437	3,538,635	2,985,653	1,263,266	570,186	1,513,942	428,619	2,357,408
<b>X</b>	α	<b>~</b>	2	∢	∢	∢	∢	4	∢	∢	∢	∢	∢	~	~	α.	α	2	<b>~</b>	α	α	α	α	α	α	~	~	α	ď	~	œ	ď	α.	8
UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	UNITED KINGDOM	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States
VIPER	VIPER	VIPER LOGO I	WAGONEER	CHRYSLER ASPEN	CHRYSLER COMPLETELEASE	CHRYSLER ENVI	DODGE CREW	ECOVOYAGER	ENVI	HEMI (cl 32 - energy drink)	HEMISFEAR	JEEP PURE	TRAZO	300 HEMI C (& DESIGN)	300 LIMITED (& Design)	300 TOURING (& DESIGN)	300C	300C (& DESIGN)	300C HEMI	300M & DESIGN	5300 (AND DESIGN)	ASPEN	AVENGER	CALIBER	CAMP JEEP	CAMP JEEP DESIGN	CARAVAN	CHALLENGER	CHARGER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER	CHRYSLER & WING DESIGN
CHRYSLER LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC					

CHRYSLER RIBBON DESIGN  COMMANDER  COMMANDO  COMMANDVIEW  COMPASS  DAKOTA  CONCORDE  CONTICA States  DAKOTA R/T  DAKOTA R/T  CONTICA States  DART  CONTICA States  DART  CONTICA States  DART  CONTICA States  DART  CONTICA States  DODGE (CI 12 - automobiles)  United States		1,906,450 3,013,733 3,130,497 3,160,340 3,096,252 3,473,843 3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	7/18/1995 11/8/2005 8/15/2006 10/17/2006 5/23/2006 12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/9/1982 2/9/1983 1/20/1953 9/16/1986	12 12 12 12 13 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
		3,130,497 3,160,340 3,096,252 3,473,843 3,346,796 1,745,160 1,564,323 2,362,584 2,420,742 2,420,742 2,647,223 1,189,233 364,669	11/8/2005 8/15/2006 10/17/2006 5/23/2006 7/22/2008 12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/9/1982 2/9/1983 1/20/1953 9/16/1986	12 1 12 12 12 13 38 38 34 15 15 15 15 15 15 15 15 15 15 15 15 15
		3,130,497 3,160,340 3,096,252 3,473,843 3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	8/15/2006 10/17/2006 5/23/2006 7/22/2008 12/4/2007 1/5/1993 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	7 12 12 12 13 8 8 38 12 12 12 12 12 12 12 12 12 12 12 12 12
		3,160,340 3,096,252 3,473,843 3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	10/17/2006 5/23/2006 12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/9/1983 1/20/1953 9/16/1986	12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		3,096,252 3,473,843 3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	5/23/2006 7/22/2008 12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/9/1983 1/20/1953 9/16/1986	12 12 12 12 13 8 8 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
		3,473,843 3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	7/22/2008 12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 12 12 12 12 13 8 8 12 12 12 12 12 12 12 12 12 12 12 12 12
	x x x x x x x	3,346,795 1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	12/4/2007 1/5/1993 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 12 12 13 8 8 3 8 12 12 12 12 12 12 12 12 12 12 12 12 12
	~ ~ ~ ~ ~ ~	1,745,160 1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	1/5/1983 11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 12 9 9 9 12 12 12 12 12 12 12 12 12 12 12 12 12
	x x x x	1,564,323 2,362,584 2,420,742 2,647,223 1,189,233 364,669	11/7/1989 6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 1 2 38 38 38 12 12 12 12 12 12 12 12 12 12 12 12 12
	x x x	2,362,584 2,420,742 2,647,223 1,189,233 364,669	6/27/2000 1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 38 12 12 12 37 41
	~ ~	2,420,742 2,647,223 1,189,233 364,669	1/26/2001 11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	9 38 38 12 12 12 12 12 12 12 12 12 12 12 12 12
	œ	2,647,223 1,189,233 364,669 569 431	11/5/2002 2/9/1982 2/7/1939 1/20/1953 9/16/1986	38 38 12 12 12 12 12 12 12 12 12 12 12 12 12
	_	1,189,233 364,669 569 431	2/9/1982 2/7/1939 1/20/1953 9/16/1986	12 12 12 12 14 14 14 15 16 16 16 16 16 16 16 16 16 16 16 16 16
	2	364,669	2/7/1939 1/20/1953 9/16/1986	12 12 37 41 41
	2	569 431	1/20/1953 9/16/1986	37 37 41
DODGE (cl. 12 - automobiles) United States	~		9/16/1986	12 41
DODGE (cl. 37 and 42) United States	2	1,409,844	7/10/0/07	12 4
DODGE NITRO United States	2	3,262,239	10/2001	14
DODGE POWER DAYS United States	2	2,883,169	9/7/2004	7
DODGE RAM (STYLIZED) United States	2	1,169,189	9/15/1981	7.
NSISI	2	2,902,398	11/9/2004	12
05	<u>د</u>	1,762,717	4/6/1993	12
HEMI	2	3,032,735	12/20/2005	28
DURANGO United States	~	2,196,298	10/13/1998	12
FIVE STAR & DESIGN United States	2	2,564,127	4/23/2002	35
FIVE STAR MARKET CENTER (& DESIGN) United States	2	2,620,097	9/17/2002	35
FIVE STAR. IT'S BETTER. WE'LL PROVE IT. United States	~	2,435,241	3/13/2001	37
GRAND CHEROKEE United States	2	2,704,632	4/8/2003	12
GTC United States	2	2,730,801	6/24/2003	12
HEMI United States	2	1,741,153	12/22/1992	12
HEMI United States	2	3,018,766	11/22/2005	28
HEMI C United States	~	2,867,906	7/27/2004	12
SS	~	2,993,078	9/6/2005	12
HEMIDOG United States	2	3,018,767	11/22/2005	28
HEV HYBRID ELECTRIC VEHICLE & DESIGN United States	<u>~</u>	2,821,755	3/9/2004	12

HEV POWERGEN	ERGEN	United States	œ	3,114,203	7/11/2006	12
	IT'S A JEEP THING. YOU WOULDN'T UNDESTAND.	United States	ď	2,700,419	3/25/2003	12
$\overline{\Sigma}$		United States	~	2,979,504	7/26/2005	25
S -	12 - strollers)	United States	ď	2,586,284	6/25/2002	12
JEEP (cl. 12)	2)	United States	ď	526,175	6/13/1950	12
- W8	14 - watches)	United States	<b>~</b>	2,681,201	1/28/2003	14
JEEP (cl. 14)	4)	United States	<b>~</b>	1,128,972	1/8/1980	14
(cl. 16)	(9)	United States	ď	1,129,553	1/22/1980	16
ee	JEEP (cl. 20 - sleeping bags)	United States	~			20
7 - L	21 - mugs)	United States	ď	2,512,866	11/27/2001	21
JEEP (cl. 21)	21)	United States	ď	1,134,153	4/29/1980	21
22 - 1	JEEP (cl. 22 - tents)	United States	ď	2,635,685	10/15/2002	22
<u>0</u> - c	JEEP (d. 25 - dothing)	United States	ď	1,130,015	1/29/1980	25
٠ ţ٥	JEEP (cl. 25 - footwear)	United States	ď	2,849,309	6/1/2004	25
3 - n	JEEP (cl. 28 - models)	United States	~	1,236,540	5/3/1983	28
portii	JEEP (cl. 28 - sporting equipm	United States	ď	2,800,213	12/30/2003	28
JEEP (cl. 37)	(,	United States	Υ.	1,081,322	1/3/1978	37
JEEP (cl. 8)	(	United States	Υ.	1,129,828	1/29/1980	8
JEEP (cl. 9)	(6	United States	<b>~</b>	2,461,861	6/19/2001	6
JEEP 101		United States	ď	2,351,786	5/23/2000	41
& De	JEEP 65 & Design	United States	Υ.	3,157,861	10/17/2006	12
ER(	HEROES (& DESIGN	United States	Я	2,999,134	9/20/2005	32
BEF	LIBERTY	United States	Υ.	2,670,319	12/31/2002	28
RT	JEEP LIBERTY CRD	United States	α	2,978,489	7/26/2005	12
00	JEEP LOGO (2002)	United States	ď	3,121,354	7/25/2006	12
Ö	JEEP LOGO (2002)	United States	ď	2,911,077	12/14/2004	16
SΞ	RESCUE	United States	<b>~</b>	3,382,692	2/12/2008	12
HES	JEEP WATCHES LOGO	United States	<b>~</b>	2,061,446	5/13/1997	14
JEEPSTER	~	United States	~	820,237	12/13/1966	12
JOURNEY	<b>&gt;</b>	United States	ď	3,521,504	10/21/2008	12
LIBERTY	>	United States	ď	2,602,905	7/30/2002	12
7	LIBERTY (Cl. 12 Strollers)	United States	ď	2,748,777	8/5/2003	12
<del></del>	MISCELLANEOUS DESIGN (CARNUT LOGO)	United States	α.	3,212,462	2/27/2007	16
_	MISCELLANEOUS DESIGN (U logo)	United States	~	3,157,561	10/17/2006	6

2	1	9	4	~	9	26	15	31	7	19	35	23	35	4	6	35	35	35	35	35	12	12	12	36	42	12	12	16	25	28	12	12	12	12
1/10/1939	8/9/2005	9/13/2005	3/4/1941	1/18/2005	10/31/1939	8/13/1940	8/27/1940	8/27/1940	11/26/1940	12/3/1940	12/17/1940	2/20/1951	8/2/2005	9/20/2005	10/11/2005	9/21/2004	7/19/2005	5/2/2006	1/10/2006	12/11/2007	7/10/2007	11/20/2007	5/11/2004	2/13/1990	7/28/1998	10/25/2005	7/25/2000	7/1/2003	7/1/2003	10/25/2005	2/18/2003	5/19/1964	8/7/2001	2/13/2007
363,794	2,983,053	2,994,481	385,448	2,919,922	372,338	380,217	380,680	380,681	383,143	383,304	383,585	538,078	2,981,705	2,999,131	3,006,390	2,887,699	2,970,077	3,088,363	3,040,298	3,353,592	3,262,240	3,341,561	2,841,486	1,582,934	2,176,109	3,009,273	2,371,607	2,733,328	2,733,329	3,009,274	2,687,866	769,854	2,475,380	3,209,150
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United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States
MOPAR	MOPAR	MOPAR	MOPAR (& DESIGN)	MOPAR (STYLIZED 2002 OMEGA M)	MOPAR (STYLIZED)	MOPAR GET A PART	MOPAR MAX PRO	MOPAR POWER PRO AND DESIGN	MOPAR SPEEDSHOP	MOPAR SPEEDSHOP & Design	MOPAR SPEEDSHOP ENTRY FASCIA	MOPAR T.I.R.E. WORKS (& DESIGN	MOPAR TRUE BLUE	NITRO	NITRO GRILLE DESIGN	PATRIOT	PENTASTAR PROTECTION	PENTASTAR SERVICE EQUIPMENT	PT CRUISER (d. 12 - bicycles)	PT CRUISER (cl. 12)	PT CRUISER (cl. 16 - paper)	PT CRUISER (cl. 25 - clothing)	PT CRUISER (cl. 28 - toys)	PT CRUISER VEHICLE DESIGN	ď	R/T	R/T							
Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

RADIATOR GRILLE DESIGN (TJ)         United States         R         2,161,779         6/2/1987           RADIATOR GRILLE DESIGN (YJ)         United States         R         1,433,760         3/24/1987           RAM 1500 THUNDERROAD         United States         R         3,236,961         5/1/2007           RAM 2500 THUNDERROAD         United States         R         3,236,961         5/1/2007           RAMS SEON THUNDERROAD         United States         R         3,539,223         3/31/2009           RAMS HEAD LOGO ALONE         United States         R         3,599,223         3/31/2009           RAMMCHARGER         United States         R         2,722,698         6/3/2003           RAMINATOR         United States         R         2,722,698         6/3/2003           RENEGADE         United States         R         1,415,771         11/4/1986           STAR FORMED BY TRIANGLES         United States         R         1,415,777         1/1/1966           STAR FORMED BY TRIANGLES         United States         R         1,415,777         1/1/1966           SUPER COMMANDO         United States         R         1,415,777         1/1/1969           SUPER COMMANDO         United States         R         1,415,997         9/1/1
United States         R         1,433,760           United States         R         3,236,959           United States         R         2,999,082           United States         R         2,999,082           United States         R         3,303,302           United States         R         2,722,698           United States         R         2,722,699           United States         R         1,415,771           United States         R         1,415,771           United States         R         1,745,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         3,236,959           United States         R         3,236,961           United States         R         2,999,082           United States         R         3,599,223           United States         R         2,722,698           United States         R         2,722,699           United States         R         2,495,691           United States         R         1,415,771           United States         R         1,775,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         1,843,589           United States         R         547,997           United States         R         3,199,299
United States         R         3,236,961           United States         R         2,999,082           United States         R         3,599,223           United States         R         2,722,698           United States         R         2,722,699           United States         R         1,415,771           United States         R         2,495,691           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         2,999,082           United States         R         3,599,223           United States         R         2,722,698           United States         R         2,722,699           United States         R         1,415,771           United States         R         2,495,691           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         3,599,223           United States         R         2,722,698           United States         R         2,722,698           United States         R         1,415,771           United States         R         2,495,691           United States         R         1,715,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         1,843,588           United States         R         3,199,299
United States         R         3,303,302           United States         R         2,722,699           United States         R         1,415,771           United States         R         2,495,691           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         2,722,698           United States         R         1,415,771           United States         R         2,722,699           United States         R         2,495,691           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         2,722,699           United States         R         1,415,771           United States         R         2,495,691           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         3,199,299
United States         R         1,415,771           United States         R         2,495,691           United States         R         1,775,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         2,495,691           United States         R         1,775,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         801,717           United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         1,175,662           United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         1,542,905           United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States         R         1,843,588           United States         R         547,997           United States         R         3,199,299
United States R 547,997 United States R 3.199.299
United States R 3.199.299
United States R 3,062,290
United States R 3,160,030
03 United States R 2,970,629
United States R 2,994,818
United States R 3,083,404
4 MY) United States R 3,053,379
United States R
VEHICLE GRILLE DESIGN (XK - CHEROKEE) United States R 2,823,099 3/16/2004
VEHICLE GRILLE DESIGN - CJ United States R 2,862,487 7/13/2004
DESIGN - LIBERTY United States R 2,924,936 2/8/2005
VEHICLE GRILLE DESIGN - TJ United States R 2,794,553 12/16/2003
VEHICLE GRILLE DESIGN - WJ (GRAND United States R 2,764,249 9/16/2003 CHEROKEE)
VEHICLE GRILLE DESIGN - YJ United States R 2,732,021 7/1/2003
United States R 1,800,654 10/26/1993
United States R 2,418,499
VIPER DESIGN LOGO 2003 (SNAKEHEAD) United States R 2,760,226 9/2/2003

12 19	19		3 12	19	12	12	12	3 20
12/27/1994	4/10/1990		6/24/2003	7/2/1963	9/26/1989	7/30/2002	4/15/2003	6/24/2003
	1,870,470	1,590,771	2,730,735	751,966	1,557,843	2,602,935	2,707,517	2,729,404
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	United States	United States	United States	United States	United States	United States	United States	United States
	VIPER LOGO (SHIELD SURROUNDING	VIPER RT/10	WAGONEER (d. 12)	WAGONEER (d. 19)	WRANGLER	WRANGLER	IT'S A JEEP THING. YOU WOULDN'T UNDESTAND.	del
	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC	Chrysler LLC

# AUBURN HILLS PROPERTY

The real property located in Auburn Hills, Michigan commonly known as 1000 Chrysler Drive, 800 Chrysler Drive, 555 Featherstone Road and One Chrysler Drive, each as more fully described on the attached legal description.

## Legal Description

## Parcel A

Land situated in the City of Auburn Hills, County of Oakland, State of Michigan:

Part of Sections 13, 23 and 24, Town 3 North, Range 10 East described as beginning at a point distant North 87 degrees 07' 26" East 2660.21 feet from the corner common to Sections 13, 14, 23 and 24 (the Northwest corner of Section 24), thence

North 04 degrees 59' 25" West 370.63 feet, thence

South 21 degrees 41' 14" East 86.73 feet, thence

South 23 degrees 24' 46" East 1129.25 feet, thence

along a curve to the right, radius 2686.78 feet, chord bears South 13 degrees 55' 08" East 886.38 feet, a distance of 890.45 feet, thence

along a curve to the right, radius 2686.78 feet, chord bears South 00 degrees 24' 58" West 453.46 feet, a distance of 454 feet, thence

along a curve to the right, radius 2686.78 feet, chord bears South 15 degrees 23' 28" West 945.50 feet, a distance of 950.45 feet, thence

South 25 degrees 31' 31" West 896.06 feet, thence

along a curve to the left, radius 1000 feet, chord bears South 13 degrees 05' 13" West 430.78 feet, a distance of 434.18 feet, thence

South 00 degrees 38' 54" West 1114.07 feet, thence

South 86 degrees 45' 29" West 2318.87 feet as assessed (South 86 degrees 49' 55" West 2311.74 as deeded), thence

South 87 degrees 34' 43" West 1951.10 feet as assessed (South 87 degrees 34' 43" West 1951.49 feet as deeded), thence

North 02 degrees 25' 18" West 15 feet as assessed (North 02 degrees 25' 17" West 75.00 feet as deeded), thence

South 87 degrees 34' 43" West 261.12 feet, thence

North 05 degrees 30' 30" West 756.96 feet, thence

North 16 degrees 59' 28" East 366.72 feet, thence

North 16 degrees 10' 49" West 116.06 feet, thence

North 21 degrees 23' 06" West 315.89 feet, thence

North 23 degrees 29' 53" West 268.76 feet, thence

North 03 degrees 26' 31" East 206.60 feet, thence

North 21 degrees 22' 20" East 235.46 feet, thence

North 59 degrees 46' 55" East 297.51 feet, thence

North 86 degrees 59' 27" East 113.25 feet, thence

North 02 degrees 47' 35" West 285.28 feet, thence

North 87 degrees 12' 15" West 56.79 feet, thence

North 85 degrees 03' 54" West 280.22 feet, thence

North 66 degrees 18' 08" West 266.27 feet, thence

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North 29 degrees 14' 19" West 72.38 feet, thence
North 57 degrees 59' 33" East 111.26 feet, thence
South 67 degrees 00' 25" East 420.08 feet, thence
North 67 degrees 39' 40" East 467.08 feet, thence
North 24 degrees 52' 10" East 215.33 feet, thence
North 76 degrees 23' 10" East 363.75 feet, thence
North 25 degrees 58' 55" East 489.97 feet, thence
North 29 degrees 55' 42" East 252.14 feet, thence
North 60 degrees 15' 48" East 512.88 feet, thence
North 69 degrees 44' 08" East 282.21 feet, thence
North 79 degrees 34' 38" East 351.35 feet, thence
North 28 degrees 26' 18" East 315.55 feet, thence
North 81 degrees 15' 24" East 524.02 feet, thence
North 81 degrees 17' 58" East 541.83 feet, thence
North 33 degrees 41' 03" East 376.97 feet, thence
North 33 degrees 52' 03" East 420.88 feet, thence
North 70 degrees 20' 53" East 403.56 feet, thence
South 62 degrees 15' 07" East 240.61 feet, thence
North 01 degrees 01' 44" East 150.33 feet, to the point of the beginning; excepting therefrom
those parts taken for Chrysler Drive East, South and West.
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## **RELATED SECTION 363 TRANSACTIONS**

All transactions contemplated by the Master Transaction Agreement, dated as of April 30, 2009, among Fiat S.p.A. a *Società Per Azioni* organized under the laws of Italy, New CarCo Acquisition LLC, a Delaware limited liability company, Chrysler LLC, a Delaware limited liability company (the "Company"), and the subsidiaries of the Company identified on the signature page thereto as sellers.

## **CASE MILESTONES**

- 1. The Borrower shall have filed with the Bankruptcy Court its motion to approve the Schedule 2 Transactions (the "Sale Motion") by May 4, 2009.
- 2. The hearing for the motion to approve the Bidding Procedures Order shall be held on or before May 8, 2009.
- 3. The Borrower shall have accepted all bids from all Potential Bidders participating in the auction by May 20, 2009.
- 4. The Borrower shall have determined the Lead Bid (as defined in the Bidding Procedures Order) no later than May 29, 2009.
- 5. The hearing for the motion to approve the Sale Motion shall be held on or before June 1, 2009.
- 6. The Borrower shall have closed the Schedule 2 Transactions on or before June 27, 2009.

# CONSENTS, AUTHORIZATIONS, NOTICES AND FILINGS

None.

# PLEDGED EQUITY

Name of Issuer:	Jurisdiction of Incorporation or Formation of	Percentage of Equity Interests owned by a	Class of Equity Interests
Chrysler LLC	Issuer: Delaware	Loan Party:	Membership
Chrysler LLC	Delawale	070	Interest
Chrysler Aviation Inc.	Delaware	100%	Common Stock
Chrysler Canada Holding ULC	Canada	100%	Common Stock
Chrysler Cayman Investments	Cayman Islands	100%	Common Stock
Ltd.	Cayman Islands	10070	Common Stock
Chrysler Group Egypt Limited	Egypt	100%	Common Stock
Chrysler Institute of	Michigan	100%	Non-Profit so no
Engineering			stock
Chrysler International	Delaware	100%	Common Stock
Corporation			
Chrysler Chile Importadora, LLC	Chile	100%	Membership Interest
Chrysler de Venezuela LLC	Delaware	100%	Membership
			Interest
Chrysler Group Taiwan Sales	Taiwan	51%	Common Stock
Ltd.	C	1000/	M 1 1
Chrysler Holding (Austria) GmbH	Germany	100%	Membership Interest
	Hong Vong	100%	Common Stock
Chrysler (Hong Kong)	Hong Kong	100%	Common Stock
Automotive Limited  Character International Limited	Delaware	100%	Mambarahin
Chrysler International Limited, L.L.C.	Delaware	100%	Membership Interest
Chrysler Jeep International S.A.	Belgium	100%	Common Stock
Chrysler Jeep Ticaret S.A.	Turkey	100%	Common Stock
	†	100%	Membership
Chrysler International GmbH	Germany	100%	Interest
Chrysler International Holding	Delaware	100%	Membership
LLC			Interest
Chrysler International Services,	Delaware	100%	Common Stock
S.A.			
Chrysler Technologies Middle	Delaware	100%	Common Stock
East Ltd.			
Chrysler Korea Ltd.	Korea	100%	Common Stock
Chrysler Motors de Venezuela S.A. <sup>1</sup>	Venezuela	100%	Common Stock

<sup>&</sup>lt;sup>1</sup> This entity is currently in liquidation.

Name of Issuer:	Jurisdiction of Incorporation or Formation of Issuer:	Percentage of Equity Interests owned by a Loan Party:	Class of Equity Interests
Chrysler Motors LLC	Delaware	100%	Membership Interest
Chrysler Dutch Holding LLC	Delaware	100%	Membership Interest
CNI CV	Netherlands	100%	Membership Interest
Chrysler Dutch Operating Group, LLC	Delaware	1%	Membership Interest
Chrysler Netherlands Holding Cooperatie U.A.	Netherlands	99%	Membership Interest
Chrysler Dutch Investment LLC	Delaware	100%	Membership Interest
Chrysler Realty Company LLC	Delaware	100%	Membership Interest
Action Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Alhambra Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Baum Boulevard Chrysler Jeep Dodge, Inc. <sup>2</sup>	Delaware	100%	Common and Preferred Stock
Bessemer Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Chrysler Dodge of Fox Lake, Inc. <sup>3</sup>	Delaware	100%	Common and Preferred Stock
Chrysler Jeep Dodge of Dayton, Inc. <sup>4</sup>	Delaware	100%	Common and Preferred Stock
Dade City Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Des Plaines Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Downriver Dodge Inc.	Delaware	100%	Common and Preferred Stock
El Monte Chrysler Jeep Dodge, Inc. <sup>5</sup>	Delaware	100%	Common and Preferred Stock

<sup>&</sup>lt;sup>2</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>3</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>4</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>5</sup> This entity is currently in liquidation.

Name of Issuer:	Jurisdiction of Incorporation or Formation of Issuer:	Percentage of Equity Interests owned by a Loan Party:	Class of Equity Interests
Grapevine Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Gulfgate Dodge, Inc.	Delaware	100%	Common and Preferred Stock
LaBrea Avenue Motors, Inc.	Delaware	100%	Common and Preferred Stock
Lone Star Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Long Beach Chrysler-Jeep, Inc.	Delaware	100%	Common and Preferred Stock
Lowell Chrysler Jeep Dodge, Inc. <sup>6</sup>	Delaware	100%	Common and Preferred Stock
McKinney Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Ross Park Dodge, Inc. <sup>7</sup>	Delaware	100%	Common and Preferred Stock
Shakopee Dodge, Inc. <sup>8</sup>	Delaware	100%	Common and Preferred Stock
South Charlotte Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Stateline Chrysler Jeep Dodge, Inc.	Delaware	100%	Common and Preferred Stock
Stone Mountain Chrysler Jeep, Inc.	Delaware	100%	Common and Preferred Stock
Stoneridge Motors, Inc. <sup>9</sup>	Delaware	100%	Common and Preferred Stock
Superstition Springs Chrysler Jeep, Inc.	Delaware	100%	Common and Preferred Stock
Chrysler Vans LLC	Delaware	100%	Membership Interest
Global Electric Motorcars, LLC	Delaware	100%	Membership Interest
NEV Mobile Service, LLC	California	100%	Membership Interest

<sup>&</sup>lt;sup>6</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>7</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>8</sup> This entity is currently in liquidation.

<sup>&</sup>lt;sup>9</sup> This entity is currently in liquidation.

Name of Issuer:	Jurisdiction of Incorporation or Formation of Issuer:	Percentage of Equity Interests owned by a Loan Party:	Class of Equity Interests
NEV Service, LLC	Delaware	100%	Membership Interest
Chrysler Receivables SPV LLC	Delaware	100%	Membership Interest
Chrysler Service Contracts Inc.	Delaware	100%	Common Stock
Chrysler Service Contracts Florida, Inc.	Florida	100%	Common Stock
Chrysler Transport Inc.	Delaware	100%	Common Stock
Dealer Capital, Inc.	Delaware	100%	Common Stock
DCC 929, Inc.	Delaware	100%	Common Stock
Global Engine Asset Company LLC	Delaware	85.12%	Membership Interest
Peapod Mobility LLC	New York	100%	Membership Interest
TPF Asset, LLC	Delaware	100%	Membership Interest
TPF Note, LLC	Delaware	100%	Membership Interest
The Chrysler Foundation	Michigan	100%	Non-Profit so no stock
Utility Assets LLC	Delaware	100%	Membership Interest
Chrysler Warranty SPV LLC	Delaware	100%	Membership Interest
Chrysler Argentina S.R.L.	Argentina	98%	Membership Interest
Autodie LLC	Delaware	100%	Membership Interest
Chrysler Intermediate Holding Corporation <sup>10</sup>	New York	n/a	n/a

<sup>10</sup> Chrysler Intermediate Holding Corporation was formed by a representative of Chrysler LLC; however, the entity was not capitalized and no stock certificates were issued.

# OTHER SUBSIDIARIES

# (c)(i) JV SUBSIDIARIES

Name	Jurisdiction of Incorporation or	Owner (Company or any of its Subsidiaries)
	LOTHIACION	OI 9 4 Substitution
Global Engine Asset Company LLC	Delaware	Chrysler LLC owns 85.12%
Chrysler Group Taiwan Sales Ltd.	Taiwan	Chrysler International owns 51%
HP DEVCO, Inc.	Michigan	Chrysler LLC owns 50%

# (c)(ii) EACH OTHER SUBSIDIARY OF THE COMPANY THAT IS NOT IDENTIFIED IN SCHEDULE 3.14(a) OR ABOVE

Name	Jurisdiction of	Owner of Capital Stock	Percentage of Common
	Incorporation	•	Capital Stock Owned by the
			Company or any of its
			Subsidiaries
3217923 Nova Scotia Company	Nova Scotia	Chrysler Canada Holding ULC	100%
Chrysler Mexico Holding, S. de R.L. de C.V.	Mexico	99.99% owned by Chrysler Mexico	100%
		Investment Holdings LLC and 0.01%	
		owned by Chrysler LLC	
Chrysler de Mexico, S.A. de C.V.	Mexico	99.60% owned by Chrysler Mexico	%66 <
		Holding, S. de R.L. de C.V., 0.099% co-	
		owned by Chrysler Mexico Holding, S. de	
		R.L. de C.V./Chrysler LLC/Unidentified	
		Third Party, 0.2991% owned by Chrysler	
		LLC.	
Fundacion Chrysler de Mexico, I.A.P.	Mexico	Chrysler de Mexico S.A. de C.V.	100%
Immuebles Chrysler de Mexico, S.A. de C.V.	Mexico	99.96% owned by Chrysler Mexico	100%
		Holding, S.A. de C.V. and 0.03% owned	
		by Chrysler de Mexico S.A. de C.V.	
Operadora G.C., S.A. de C.V.	Mexico	99.99% owned by Chrysler Mexico	100%
		Holding, S. de R.L. de C.V. and 0.01%	
		owned by Chrysler de Mexico, S.A. de	

		C.V.	
Chrysler Canada Inc.	Canada	0847574 B.C. ULC	100%
2813009 Canada, Inc.	Canada	Chrysler Canada Inc.	100%
2813017 Canada, Inc.	Canada	Chrysler Canada Inc.	100%
2813025 Canada, Inc.	Canada	Chrysler Canada Inc.	100%
Chrysler Lease Receivables 1, Inc.	Canada	Chrysler Canada Inc.	100%
Chrysler Lease Receivables 2, Inc.	Canada	Chrysler Canada Inc.	100%
Chrysler Lease Receivables, L.P.	Canada	Chrysler Canada Inc.	100%
Chrysler Receivables 1, Inc.	Canada	Chrysler Canada Inc.	100%
Chrysler Receivables 2, Inc.	Canada	Chrysler Canada Inc.	100%
Chrysler Receivables Partnership	Canada	Chrysler Canada Inc.	100%
Chrysler "Vienna" Beteiligungsgesellschaft mbH	Germany	Chrysler Holding (Austria) GmbH	100%
Chrysler Austria Gesellschaft m.b.H.	Germany	Chrysler "Vienna"	100%
		Beteiligungsgesellschaft mbH	
Chrysler Management Austria Ges. M.b.H.	Germany	Chrysler Austria Gesellschaft m.b.H.	100"%
AC Austro Car Handelsgesellschaft m.b.H. & Co. OHG	Germany	Chrysler Austria Gesellschaft m.b.H.	100%
Chrysler Group (China) Sales Company Limited	China	Chrysler (Hong Kong) Automotive Ltd.	100%
Chrysler Asia Pacific Investment Limited	China	Chrysler (Hong Kong) Automotive Ltd.	100%
Chrysler Netherlands Distribution N.V.	Netherlands	Chrysler Netherlands Holding Cooperaties U.A.	100%
Chrysler India Automotive Private Limited	India	Chrysler Netherlands Distribution N.V	100%
Alpha Holding LP	Delaware	3217923 Nova Scotia Company	100%
Chrysler Investment Holdings LLC	Delaware	Alpha Holding LP	100%
Chrysler Mexico Investment Holdings Cooperate U.A.	Mexico	Chrysler Investment Holdings LLC	100%
0847574 B.C. ULC	British Columbia	Chrysler Investment Holdings LLC	100%

# SCHEDULE 6.1

# VARIANCE PERCENTAGES

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

## CERTAIN AGREEMENTS IN EFFECT AS OF THE CLOSING DATE

- 1. The Transaction Agreements referenced on <u>Schedule 1.1F</u>.
- 2. Lease Agreement by and between Auburn Hills Owner LLC, Landlord, and Chrysler LLC, Tenant, dated as of August 3, 2007, as amended.
- 3. Master AutoFinance Agreement by and between Chrysler LLC and DaimlerChrysler Financial Services Americas LLC dated as of August 3, 2007, as amended.
- 4. International Distribution and Cooperation Agreement between Chrysler LLC, Chrysler International Corporation and DaimlerChrysler AG dated as of August 3, 2007, as amended.
- 5. Agreements entered into pursuant to the Warranty Support Program (as defined in the Credit Agreement).
- 6. Agreements entered into pursuant to the Auto Supplier Support Program (as defined in the Credit Agreement).

# Exhibit A

Form of Guarantee

(See Tab No. 4)

# Exhibit B

Form of Closing Certificate

(See Tab No. 12)

# FORM OF ASSIGNMENT AND ASSUMPTION

Reference is made to the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 5, 2009, as amended, supplemented or modified from time to time (the "<u>Credit Agreement</u>"), among Chrysler LLC, a Delaware limited liability company ("<u>Borrower</u>"), The United States Department of the Treasury (the "<u>Treasury</u>") and Export Development Canada ("<u>EDC</u>" and together with the Treasury, the "<u>Lenders</u>"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on <u>Schedule 1</u> hereto (the "<u>Assignor</u>") and the Assignee identified on <u>Schedule 1</u> hereto (the "<u>Assignee</u>") agree as follows:

- 1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in <u>Schedule 1</u> hereto (the "<u>Assigned Interest</u>") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an "Assigned Facility"; collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto; provided, however, it is expressly understood and agreed that (i) the Assignor is not assigning to the Assignee and the Assignor shall retain (A) all of the Assignor's rights referred to in Section 8.6 of the Credit Agreement with respect to any cost, reduction or payment incurred or made prior to the Effective Date, including, without limitation the rights to indemnification and to reimbursement for taxes, costs and expenses and (B) any and all amounts paid to the Assignor prior to the Effective Date and (ii) both Assignor and Assignee shall be entitled to the benefits of Section 8.6 of the Credit Agreement.
- 2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto and (c) attaches any Notes held by it evidencing the Assigned Facilities and (i) requests that the Lenders, upon request by the Assignee, exchange the attached Notes for a new Note or Notes payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facility, requests that the Lenders exchange the

attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

- 3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Assumption; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial reports delivered pursuant to Section 5.1 thereof (or if none of such financial reports shall have then been delivered or filed, then copies of the financial reports referred to in Section 3.1 thereof) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor or the Lenders, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Lenders to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Lenders by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
- 4. Following the execution of this Assignment and Assumption, it will be delivered to the Borrower. The effective date of this Assignment and Assumption shall be the date such assignment is delivered to the Borrower pursuant to the Credit Agreement (the "Effective Date").
- 5. From and after the Effective Date, the Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.
- 6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement.
- 7. This Assignment and Assumption shall be governed by and construed in accordance with the law of the State of New York.
- 8. This Assignment and Assumption may be executed in counterparts, each of which shall be deemed to constitute an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of

this Assignment and Assumption by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers or representatives on <u>Schedule 1</u> hereto.

[ASSIGNOR]	
By: Name:	
Title:	
[ASSIGNEE]	
By:	
Name:	
Title:	

## Schedule 1

This is <u>Schedule 1</u> to the Assignment and Assumption with respect to the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 5, 2009, as amended, supplemented or modified from time to time (the "<u>Credit Agreement</u>"), among Chrysler LLC, a Delaware limited liability company ("<u>Borrower</u>"), The United States Department of the Treasury (the "<u>Treasury</u>") and Export Development Canada ("<u>EDC</u>" and together with the Treasury, the "<u>Lenders</u>").

Legal Nam	e of Assignor:		
Legal Nam	e of Assignee:		
[	Facility Assigned	Principal Amount Assigned \$	Commitment Percentage Assigned %]
	Effective Date of Ass	signment (the "Effective Date"):	, 20
		Accepted and Conse	nted to:
			, as Assignor
		By:	
		Name: Title:	

### FORM OF WAIVER FOR THE LOAN PARTIES

In consideration for the benefits that it will receive as a result of its or its affiliate's participation in The United States Department of the Treasury's (the "Treasury") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA") or any other law or regulation in existence either prior to or subsequent to the date of this letter (any such program, including the Automotive Industry Financing Program, a "Program"), [LOAN PARTY] (together with its subsidiaries and affiliates, the "Company") hereby voluntarily waives any claim against the United States or Canada (and each of their departments, agencies and crown corporations, as applicable) for any changes to compensation or benefits of the Company's employees that are required to comply with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, including without limitation the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA and the requirements of the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Company, the Treasury and Export Development Canada ("EDC" and together with the Treasury, the "Lenders") entered into on or about May 5, 2009, as amended (the "Limitations").

The Company acknowledges that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that the Company may have with its employees or in which such employees may participate as the regulations and Limitations relate to the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or for any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims the Company may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits the Company's employees would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on the Company's employment relationship with its employees.

	[LOAN PARTY]	
	Ву:	
	Name:	
	Title:	
Date: May, 2009		

#### FORM OF WAIVER OF SEO TO LENDERS

In consideration for the benefits I will receive as a result of the participation of CHRYSLER LLC (together with its subsidiaries and affiliates, the "Borrower") in The United States Department of the Treasury's ("Treasury") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "Program"), I hereby voluntarily waive any claim against the United States, Canada (and each of their departments, agencies and crown corporations, as applicable), the Loan Parties (as defined in the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada entered into on or about May 5, 2009) or my employer for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, including without limitation the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA and the requirements of the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada ("EDC" and together with the Treasury, the "Lenders") entered into on or about May 5, 2009, as amended (the "Limitations").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that I may have with the Borrower or in which I may participate as they relate to the period the United States holds any equity or debt securities of the Borrower acquired through a Program, including without limitation the Automotive Industry Financing Program, or for any other period applicable under such Program or Limitations, as the case may be.

_	o be legally l day of	,	ave execu	ted this W	aiver
_					
Name:					
Title:					

# FORM OF CONSENT AND WAIVER OF SEO TO BORROWER

In consideration for the benefits I will receive as a result of the participation of CHRYSLER LLC (together with its subsidiaries and affiliates, the "Borrower") in The United States Department of the Treasury's (the "Treasury") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "Program"), I hereby voluntarily waive any claim against the United States, Canada (and each of their departments, agencies and crown corporations, as applicable), the Loan Parties (as defined in the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada entered into on or about May 5, 2009) or my employer for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, including without limitation the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA and the requirements of the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada ("EDC" and together with the Treasury, the "Lenders") entered into on or about May 5, 2009, as amended (the "Limitations").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that I may have with the Borrower or in which I may participate as they relate to the period the United States holds any equity or debt securities of the Borrower acquired through a Program, including without limitation the Automotive Industry Financing Program, or for any other period applicable under such Program or Limitations, as the case may be

Intending to	o be legally b	ound, I h	ave execu	ited this V	Vaiver
as of this _	day of	_, 20			
Name:					
Title:					

# FORM OF WAIVER FOR EACH SENIOR EMPLOYEE TO BE DELIVERED TO THE LENDERS

In consideration for the benefits I will receive as a result of the participation of CHRYSLER LLC (together with its subsidiaries and affiliates, the "Borrower") in The United States Department of the Treasury's (the "Treasury") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "Program"), I hereby voluntarily waive any claim against the United States, Canada (and each of their departments, agencies and crown corporations, as applicable), the Loan Parties or my employer for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, including without limitation the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA and the requirements of the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada ("EDC" and together with the Treasury, the "Lenders") entered into on or about May 5, 2009, as amended (the "Limitations").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that I may have with the Borrower or in which I may participate as they relate to the period the United States holds any equity or debt securities of the Borrower acquired through a Program, including without limitation the Automotive Industry Financing Program, or for any other period applicable under such Program or Limitations, as the case may be.

_	be legally of_	,	ave exec	uted this	Waiver
Name					
Name:					
Title:					

# FORM OF CONSENT AND WAIVER OF SENIOR EMPLOYEE TO BORROWER

In consideration for the benefits I will receive as a result of the participation of CHRYSLER LLC (together with its subsidiaries and affiliates, the "Borrower") in the United States Department of the Treasury's (the "Treasury") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "Program"), I hereby voluntarily waive any claim against the United States, Canada (and each of their departments, agencies and crown corporations, as applicable), the Loan Parties or my employer for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, including without limitation the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA and the requirements of the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement among the Borrower, the Treasury and Export Development Canada ("EDC" and together with the Treasury, the "Lenders") entered into on or about May 5, 2009, as amended (the "Limitations").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that I may have with the Borrower or in which I may participate as they relate to the period the United States holds any equity or debt securities of the Borrower acquired through a Program, including without limitation the Automotive Industry Financing Program, or for any other period applicable under such Program or Limitations, as the case may be.

Intending to	be legally	bound, I h	ave execu	ited this W	/aiver
as of this	day of	, 20			
Name:					
Title:					

# Exhibit E-1

Form of Legal Opinion of Jones Day

(See Tab No. 14)

# Exhibit E-2

# Form of Legal Opinion of In-House Counsel

(See Tab No. 15)

#### FORM OF COMPLIANCE CERTIFICATE

|--|

Pursuant to Section 5.1(a) of the Second Lien Secured Priming Superpriority Debtor-In-Possession Credit Agreement, dated as of May 5, 2009, as amended, supplemented or modified from time to time (the "Credit Agreement"; unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed to them in the Credit Agreement), among Chrysler LLC, a Delaware limited liability company (the "Borrower"), The United States Department of the Treasury (the "Treasury") and Export Development Canada ("EDC" and together with the Treasury, the "Lenders"), the undersigned hereby certifies in [his] [her] capacity as an Officer of the Borrower and not in [his] [her] individual capacity, as follows:

- 1. I am the duly elected [insert title of Responsible Officer] of the Borrower;
- 2. I have reviewed and am familiar with the contents of this Certificate;
- 3. I have reviewed the terms of the Credit Agreement and the Loan Documents and to the best of my knowledge, based upon such review, no Default or Event of Default has occurred [except as set forth on Annex I hereto]; and
- 4. All information and calculations used in determining compliance with Section 6.1 of the Credit Agreement are on <u>Schedule I</u> hereto as of the Saturday for the immediately preceding calendar week.

[signature page follows]

The foregoing certifications, together with the calculations set forth in <u>Schedule I</u> hereto, are made and delivered in my capacity described in paragraph 1 above for and on behalf of the Borrower.

CHRYSLER LLC	
By:	
Name:	
Title:	

# SCHEDULE I

# Financial Information and Calculations

#### FORM OF INITIAL NOTE

THIS NOTE HAS BEEN ISSUED WITH AN ORIGINAL ISSUE DISCOUNT ("OID") FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE. AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY WRITING TO THE BORROWER AT 100 CHRYSLER DRIVE, AUBURN HILLS, MI 48236, ATTENTION: GENERAL COUNSEL.

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE LENDER PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

Ф

\$	New York, New York
, 20	
FOR VALUE RECEI	VED, the undersigned, CHRYSLER LLC, a Delaware
limited liability company (the "Bo	orrower"), hereby unconditionally promises to pay to
[] (the " <u>Lender</u> "	") or its registered assigns at the Funding Office specified
in the Credit Agreement (as hereinaf	ter defined) in lawful money of the United States and in
immediately available funds, the prin	cipal amount of (a)
DOLLARS (\$), or, i	f less, (b) the unpaid principal amount of the Loans of the
Lender outstanding under the Credit	Agreement. The principal amount shall be paid on the
Maturity Date. The Borrower further	agrees to pay interest in like money at such Funding Office
on the unpaid principal amount hereof	from time to time outstanding at the rates and on the dates
specified in Section 2.7 of the Credit A	Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, type and amount of the Loans and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another type, each continuation of all or a portion thereof as the same type. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Loans.

This Note (a) is one of the Notes referred to in the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 5, 2009 (as amended. supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Borrower, the Lender and others; (b) is subject to the provisions of the Credit Agreement; and

(c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind to the extent set forth in the Credit Agreement or the other Loan Documents.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

# CHRYSLER LLC

Ву:			
	Name:		
	Title:		

Schedule A to Initial Note

LOANS, CONVERSIONS AND REPAYMENTS OF ABR LOANS

		1	1	1	1	1	1	1	1	1
Notation Made By										
Unpaid Principal Balance of ABR Loans										
Amount of ABR Loans Converted to to Eurodollar Loans										
Amount of Principal of ABR Loans Repaid										
Amount Converted to ABR Loans										
Amount of ABR Loans										
Date										

Schedule B to Initial Note

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF EURODOLLAR LOANS

Notation Made By						
Unpaid Principal Balance of Eurodollar Loans						
Amount of Eurodollar Loans Converted to ABR Loans						
Amount of Principal of Eurodollar Loans Repaid						
Eurodollar Rate with Respect Thereto						
Amount Converted to Eurodollar Loans						
Amount of Eurodollar Loans						
Date						

#### FORM OF ADDITIONAL NOTE

THIS NOTE HAS BEEN ISSUED WITH AN ORIGINAL ISSUE DISCOUNT ("OID") FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY WRITING TO THE BORROWER AT 100 CHRYSLER DRIVE, AUBURN HILLS, MI 48236, ATTENTION: GENERAL COUNSEL.

\$[]
May [], 2009
FOR VALUE RECEIVED, Chrysler LLC, a Delaware limited liability company
(the "Borrower"), hereby promises to pay to [] (the "Lender") or its
registered assigns, at the principal office of the Lender in [] in lawful money of the
United States, and in immediately available funds, the principal sum of \$[] on the
Maturity Date, and to pay interest on the unpaid principal amounts of such principal sum, at such
office, in like money and funds, for the period commencing on the Closing Date until such
principal sum is paid in full, at the rate per annum equal to Eurodollar Rate (as defined below)
plus 3.00%, payable in arrears (i) on the last day of each relevant Interest Period and on the
Maturity Date (each an "Interest Payment Date") and (ii) on payment or prepayment of this
Additional Note, in whole or in part, in the amount of interest accrued on the amount paid or
prepaid. "Eurodollar Rate" shall mean with respect to each day during each Interest Period
pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with
the following formula (rounded upward to the nearest 1/100th of 1%):

# Eurodollar Base Rate 1.00 – Eurocurrency Reserve Requirements

; <u>provided</u> that, in no event shall the Eurodollar Rate be less than 2.00%. "<u>Business Day</u>" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which banks in New York City or Ottawa, Ontario, Canada are permitted to close, or (iii) a day which banks are not open for dealing in Dollar deposits in the London Interbank market.

The date, amount and interest rate of each such principal payment made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Additional Note, endorsed by the Lender on a schedule to be attached hereto; <u>provided</u>, that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower to make a payment when due of any amount owing under the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement dated May 5, 2009 among Borrower, Lender and others (as amended, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") or hereunder in respect of the payment of this Additional Note.

This Additional Note is the Additional Note referred to in the Credit Agreement, between the Borrower and the Lender and evidences the payment made by the Lender thereunder.

The Borrower agrees to pay all the Lender's costs of collection and enforcement (including reasonable attorneys' fees and disbursements of Lender's counsel) in respect of this Additional Note when incurred, including, without limitation, reasonable attorneys' fees through appellate proceedings.

The Borrower hereby acknowledges, admits and agrees that the Borrower's obligations under this Additional Note are recourse obligations of the Borrower to which the Borrower pledges its full faith and credit.

The Borrower, and any indorsers or guarantors hereof, (a) severally waive diligence, presentment, protest and demand and also notice of protest, demand, dishonor and nonpayment of this Additional Note, (b) expressly agree that this Additional Note, or any payment hereunder, may be extended from time to time, and consent to the release of any party primarily or secondarily liable hereon, and (c) expressly agree that it will not be necessary for the Lender, in order to enforce payment of this Additional Note, to first institute or exhaust the Lender's remedies against the Borrower or any other party liable hereon. No extension of time for the payment of this Additional Note, or any installment hereof, made by agreement by the Lender with any person now or hereafter liable for the payment of this Additional Note, shall affect the liability under this Additional Note of the Borrower, even if the Borrower is not a party to such agreement; provided, however, that the Lender and the Borrower, by written agreement between them, may affect the liability of the Borrower.

Any reference herein to the Lender shall be deemed to include and apply to every subsequent holder of this Additional Note.

At any time any Event of Default shall have occurred and be continuing, all accrued interest, principal and other amounts owing hereunder shall bear interest at a rate equal to 5.00% above the interest rate otherwise applicable thereto, which in the sole discretion of the Lender, may be the ABR <u>plus</u> 2.00%. This Additional Note is prepayable without premium or penalty, in whole or in part on at any time. Any amounts prepaid shall be applied (i) *first*, to pay any indemnity obligations owed to the Lender pursuant to the Credit Agreement, (ii) *second*, to pay accrued and unpaid interest on this Additional Note and (iii) *third*, to repay the outstanding principal amount of this Additional Note until paid in full. Amounts repaid may not be reborrowed. If the Borrower intends to prepay this Additional Note in whole or in part from any source, the Borrower shall give two Business Days' prior written notice thereof to the Lender. If such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid.

Any enforcement action relating to this Additional Note may be brought by motion for summary judgment in lieu of a complaint pursuant to Section 3213 of the New York Civil Practice Law and Rules. The Borrower hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Additional Note, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general

jurisdiction of any court of the State and county of New York, or in the United States District Court for the Southern District of New York. The Borrower consents that any such action or proceeding may be brought in such courts and, to the extent permitted by law, waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. The Borrower agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to its address set forth in the Credit Agreement or at such other address of which the Lender shall have been notified. The Borrower agrees that nothing in this Additional Note shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

Insofar as there may be no applicable Federal law, this Additional Note shall be construed in accordance with the laws of the State of New York, without regard to any rule of conflicts of law (other than Section 5-1401 of the New York General Obligations Law) that would result in the application of the substantive law of any jurisdiction other than the State of New York. Nothing in this Additional Note shall require any unlawful action or inaction by the Borrower.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

# CHRYSLER LLC

By:			
	Name:		
	Title:		

# Exhibit H-1

# Form of Borrowing Notice

(See Tab No. 9)

# Exhibit H-2

# Form of Borrowing Certificate

(See Tab No. 10)

# Exhibit I

Form of 13 Week Projection

(attached)

# 9 week DIP Budget beginning May 5, 2009 U.S. Dollars in millions

U.S. Units Shipped (in thousands)  Atoms Calendar Month Traal  Atoms Calendar Month Order Coverage  Crash Receipts  Wholesale Receipts  Non-Operating Receipts  Other Receipts  Other Receipts  Cash Disbursements  Wages and Salary  Labor - Hourly  Labor - Salary  Severance  Traal Receipts  Pension and OPEB  CapEx and tooling  Critical Vendor Payments  Productive Material  CapEx and tooling  CapEx and tooling  Fragan  CapEx and tooling  CapEx and tooling  Fragan  Total Manufacturing  Other  Marcang Disbursements  Other Non-Operating Disb.  Total Other  Total Other  Total Other  Total Other  Fragan  Other Non-Operating Disb.  Total Other  Total Other  Total Other  Fragan  Other Non-Operating Disb.  Fragan  Fragan  Fragan  Marcang Payments  Fragan  Marcang Payments  Fragan  Fragan  Marcang Payments  Fragan	w Month Total w Month Order Coverage spirs Receipts Receipts Receipts Receipts Receipts Receipts Adments Payments Printly Mages and Salary Payments Printly Material ing Material ing Friant Manufacturing Friend Manufacturing Friend Manufacturing Friend Manufacturing Friend Manufacturing Friends Sales Companies insurantents Freenents	(6) (2) (20) (20) (20) (20) (20) (20) (20)	(65) (26) (40)	, <del>1</del>	νs	66 1	• • • • • • • • • • • • • • • • • • •	<b>4</b> 5	у, С '	0	F.
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Disburse: nsh Flow Disburse:	al Sales Companies usements nents	(107)	(430)	(205)	(325)	(396)	(183)	(67)	(88)	(53)	6,0
Payments to National Indevening Proprieties to National Indevening Penefits  VTFP Warranty Disburseme Other Op. Disb. Marketing Engineering Research Miscellancous Principal Payments Principal Payments Indeves Payments Indeves Payments Indeves Payments Other Non-Operating Total Disbursements for Bankrupte, Total Disbursements for Bankrupte, Total Order Non-Operating Total Disbursements for Bankrupte, Total Disbursements for Bankrupte, Post-Fling Expenditudes.	al Sales Compunies irsements neuts		(96)	(127)	(147)	(45)	(94)	(65)	(70)	(55)	(753)
mercentring Distursence VTFP Warranty Distursence Other Op. Dis-b. Marketing Figureering Escarech Miscellancous Principal Payments Principal Payments Interest Payments Other Non-Operating Total Distursements  Net Cash Flow Cash Distursements for Bankrupte, Post-Fling Expenditu	nents		ı	1	,	,	1	ı	,	1	•
VTEP Warnary Disburseme Other Op. Disb. Marketing Engineering Research Miscellamous Principal Payments Interest Payments Interest Payments Other Non-Operating Total Disbursements  Net Cash Flow Cash Disbursements for Bankerptic Post-Fling Expenditu	nents	. (47)	(91)	(37)	(49)	(9†)	(21)	(0+)	(56)	. (54)	. 6)
Warming Disbursenne Ohler Op. Disbursenne Ohler Op. Disbursenreh Enguneering Research Missellancous Principal Payments Interest Payments Interest Payments Other Non-Operating Total Disbursements  Net Cash Flow Cash Plow Cash Disbursements for Bankerptic Post-Fling Expenditu	nemts	(17)			(20)	(504)		(29)	. 1	(+1)	(899)
Manketing Engineering Research Miscellamonus Principal Payments Interest Payments Other Non-Operating Other Non-Operating Total Disbursements  Net Cash Flow Cash Disbursements for Bankerptic Post-Fling Expenditu		(29)	(29)	(29)	(29)	(30)	(30)	(30)	(30)	(30)	Q.
Engineering Research Misseellancous Principal Payments Interest Payments Other Non-Operating Cother Non-Operating Total Disbursements Net Cash Flow Cash Disbursements for Bankerptic Post-Fling Expenditu		(10)	(3)	(8)	7)	(9)	(8)	(15)	(2)	(7)	(67)
Principal Payments Interest Payments Cutter Non-Operating Total Disbursements Net Cash Flow Cash Disbursements for Bankerptic Post-Fling Expenditu	ch & Development	, (6)	(8)	8	(6)	. (2)	- (2)	(%)	. 3		. (17)
Interest Payments  Other Non-Operating  Total Disbursements  Net Cash Flow  Cash Disbursements for Bankerptic  Post-Fling Expenditu			,		,	;	;	,	Ì ,	,	,
Total Total Disbursements  Net Cash Flow Cash Disbursements for Bankeupte Poss-Fling Expenditu		1 1	, <del>S</del>		, E	1 1	Ę	1 1	- 6	1 5	,
Total Disbursements  Net Cash Flow  Cash Disbursements for Bankrupte,  Poss-Filing Expenditu	Total Other	(273)	(153)	(209)	(305)	(639)	(112)	(180)	(172)	(167)	(2.2
Net Cash Flow Cash Disbursements for Bankrupte Post-Filing Expenditu	!	(539)	(623)	(\$20)	(700)	(1,068)	(311)	(287)	(297)	(263)	(4.607)
Cash Disbursements for Bankrupte, Post-Filing Expenditu	S.	\$ (422) \$	(623) \$	(386) \$	\$ (069)	\$ (936)	(301) \$	(277) \$	(104) \$	(253)	(3.991)
Post-Filing Expenditu										_	
Professional Fees	tures				1			(30)			(20)
Return of collateral held by FINCO	al held by FINCO							(1)	ı		2
rees to DIF Lender Cash Outflows for Bankruptey Effects	er Teets			,	1			(20)	ŀ		0
Net Cash Flow after Bankruptey Expenses		(422)	(623)	(386)	(069)	(936)	(301)	(297)	(104)	(253)	(4,011)
Beginning Cash Balance - U.S.	1	125	(297)	(616)	(1,305)	(1,995)	(2,931)	(3,232)	(3,529)	(3,633)	=
Ending Cash Balance (Need) - U.S. Contingency	ė	(297)	(919)	(1,305)	(1,995)	(2.931)	(3,232)	(3,529)	(3,633)	(3,886)	(3.886)
Minimum Required Cash Balance - U.S.			500	500	500	500	500	500	500	200	S
DIP Required	*[	\$ (+06)	(1.651) \$	(2,057) \$	(2,733) \$	(3.776) \$	(4,108) \$	(4,436) \$	(4,269) \$	(4.259) \$	(4,259
Proposed Covenants Disbursements: Cumulative Disbursements - Before Centingency	we Contingency		(1.161) \$	\$ (189'1)	(2,381) \$	(3,449) \$	(3.760) \$	\$ (4,067)	(4,364) \$	(4.627)	
Covenant %		20%								201	
Cumulative Disbursements - After Cushion S	r Contingency (a) \$	\$ 801	(1,393) \$ 232 \$	(1,933) S 252 S	(2,619) <b>\$</b> 238 <b>\$</b>	(3,794) \$	(4,136) <b>\$</b> 376 <b>\$</b>	(4,474) \$ 407 \$	(4,500) \$ 136 \$	(4,500)	
DIP Balance				9			ć			,	
Governant %	ningency ⇒	20%	20%	(1,805) & 15%	(2,495) \$ 10%	(3,431) \$	(3,732) \$ 10%	\$ (6707a) 10%	(4,133) \$	(4,386)	
Permitted DIP per Covenant Cushion 8	56 9		(1,703) \$	(2,075) \$	(2,744) \$	(3,774) \$	(4,106) \$	(4,432) \$	(4,547) \$	(4,825)	

# Exhibit J

Form of Weekly Variance Report (attached)

# Chrysler LLC

Submitted pursuant to Section 6.1(b)

U.S. Dollars in millions

Covenant B - Total Cumulative Disbursements Variance

Week beginning:	5/4	5/11		5/18	5/25	6/1	8/9	6/15
Actual Disbursements \$	(2)	(20) \$ (02)	(21) \$	(20) \$	(21) \$	(20) \$	(18) \$	(20)
Cumulative Actual Disbursements	(2)	0) (0	(41)	(61)	(82)	(102)	(120)	(140)
Forecasted Disbursements	Ð	(61	(20)	(18)	(18)	(21)	(61)	(19)
Cumulative Forecasted Disbursements	(1)	(61	(39)	(57)	(75)	(96)	(115)	(134)
\$ Cumulative Variance	)	(1	(2)	(4)	(7)	(9)	(5)	(9)
Variance as a % of the Forecasted Amount	Ņ	5%	2%	7%	%6	%9	4%	4%
In compliance?	Yes	Yes		Yes	Yes	Yes	Yes	Yes

## FIRST AMENDMENT TO SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

FIRST AMENDMENT, dated as of May 15, 2009 (this "Amendment") to the SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of May 5, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among CHRYSLER LLC, a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the several lenders from time to time parties thereto (the "Lenders").

### WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders amend certain provisions of the Credit Agreement;

WHEREAS, the Lenders have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Amendments to Section 1.1 of the Credit Agreement (Defined Terms).

  (a) Section 1.1 of the Credit Agreement is hereby amended by deleting the word "one" in the definition of "ABR" each time it appears and substituting in lieu thereof in each instance "three".
- (b) Section 1.1 of the Credit Agreement is hereby further amended by deleting the amount "\$4,100,000,000" in the definition of "Commitment" and substituting in lieu thereof the amount "\$4,960,000,000".
- (c) Section 1.1 of the Credit Agreement is hereby further amended by deleting the proviso in the definition of "Commitment" and substituting in lieu thereof the following new proviso:
  - ", <u>provided</u> that, prior to the date on which the Final Order is entered by the Bankruptcy Court, the maximum aggregate amount of the Commitments (including the GMAC Sublimit) available to be borrowed shall be equal to the Interim Commitments."

- (d) Section 1.1 of the Credit Agreement is hereby further amended by (i) deleting "and" from the end of clause (e) of the definition of "Permitted Indebtedness", (ii) deleting "." at the end of clause (f) and substituting in its place ";", and (iii) adding the following new clauses (g) and (h) in the appropriate alphabetical order:
  - "(g) Indebtedness under the GMAC MAFA Agreement, including Obligations of the Guarantors in connection with the same; and
    - (h) Indebtedness under the RSA Term Sheet."
- (e) Section 1.1 of the Credit Agreement is hereby further amended by (i) deleting "and" from the end of clause (i) of the definition of "Permitted Liens" and substituting in its place ";", (ii) inserting "; and" at the end of clause (j), and (iii) adding the following as a new clause (k) in the appropriate alphabetical order and paragraph at the end of the definition:
  - "(k) Liens to secure Indebtedness described in clause (g) of the definition of Permitted Indebtedness to the extent required under the GMAC MAFA Agreement.

For the avoidance of doubt, notwithstanding anything to the contrary herein or in Orders, the Permitted Liens shall include any valid Prepetition senior Liens in any property of the Debtors' estates, including but not limited to valid, perfected Prepetition senior statutory and possessory Liens and setoff rights; provided that, nothing herein or in the Orders shall prejudice any rights, defenses, objections or counterclaims that the Debtors, the Lenders, the Committee or any other party in interest may have with respect to the validity of such asserted Liens."

(f) Section 1.1 of the Credit Agreement is hereby further amended by deleting the definitions of "Guarantor", "Interim Amount", "Master Transaction Agreement", "Primed Liens" and "Transaction Documents" in their entireties and substituting in lieu thereof the following new definitions:

"Guarantor": each Subsidiary listed on Schedule 1.1B and any Subsidiary of the Borrower that becomes a Guarantor pursuant to Section 5.19 of this Agreement or Section 3.14 of the Guarantee.

'Master Transaction Agreement': that certain Master Transaction Agreement, dated as of April 30, 2009, between Fiat, New CarCo, the Borrower and others, as amended, supplemented or modified from time to time in accordance with Section 6.14.

'<u>Primed Liens</u>': Liens arising under the Second Lien Prepetition Facility and the Existing UST Loan Agreement, securing the secured obligations thereunder.

<u>'Transaction Documents'</u>: Each of, and collectively, (i) the Master Transaction Agreement, (ii) the Section 363 Sale Order and (iii) the related manufacturing agreements, asset purchase agreements, organizational documents, finance support

- agreements and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.14."
- (g) Section 1.1 of the Credit Agreement is hereby further amended by inserting the following new definitions in the appropriate alphabetical order:
  - "First Amendment': the First Amendment, dated as of May 15, 2009, to this Agreement.
  - '<u>First Amendment Effective Date</u>': as defined in Section 13 of the First Amendment.
  - 'GMAC Loans': the Loans made by the Treasury to the Borrower, in an aggregate amount not exceeding the GMAC Sublimit solely for the purpose specified in Section 6.5 of the GMAC Master Agreement.
  - 'GMAC MAFA Agreement': MAFA Term Sheet, Summary of Required Terms, Chrysler-GMAC Master Financial Services Agreement (GMAC MAFA), dated as of April 30, 2009, between the Borrower and GMAC LLC, and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.14.
  - 'GMAC Master Agreement': Master Transaction Agreement, dated as of May 15, 2009, between the Treasury, GMAC LLC, U.S. Dealer LLC and the Borrower, and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.14.
    - 'GMAC Sublimit': \$600,000,000 of the Treasury's Commitment.
  - 'GMAC Transaction Documents': collectively, the GMAC MAFA Agreement, the GMAC Master Agreement and the RSA Term Sheet.
  - 'RSA Term Sheet': Risk Sharing Term Sheet, dated as of May 6, 2009, among the Borrower, FinCo and New Carco Acquisition LLC, and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.14.
  - "U.S. Dealer LLC": U.S. Dealer Automotive Receivables Transaction LLC, a Delaware limited liability company."
- 2. Amendment to Section 2.2 of the Credit Agreement (Procedure for Borrowing). Section 2.2 of the Credit Agreement is hereby amended by (i) deleting "and" before "(ii)" in the first sentence and (ii) inserting the following new clause (iii) at the end of such sentence:
  - "and (iii) the aggregate amount of the Loans requested, if any, which are GMAC Loans."

- 3. Amendment to Section 2.6 of the Credit Agreement (Limitations on Eurodollar Tranches). Section 2.6 of the Credit Agreement is hereby amended by deleting "five Eurodollar Tranches" and substituting in lieu thereof "15 Eurodollar Tranches".
- 4. Amendment to Section 2.10 of the Credit Agreement. Section 2.10 of the Credit Agreement is hereby amended by inserting the following new Section 2.10(f) in the appropriate order:
  - "(f) Notwithstanding anything to the contrary herein, any advance (other than any GMAC Loan) made by the Lenders after the First Amendment Effective Date shall be made according to the following percentages (or other percentages, as agreed to in writing by the Lenders in their sole discretion, <u>provided</u> that, such percentages total 100% of such advance):

Canadian Lender

26.7765%

Treasury

73.2235%"

- 5. Amendment to Section 3.21 of the Credit Agreement (Use of Proceeds). Section 3.21(a) of the Credit Agreement is hereby amended by inserting the following new proviso at the end of the such Section:
  - "; <u>provided</u> that, the GMAC Sublimit will be advanced by the Treasury solely as GMAC Loans"
- 6. <u>Amendment to Section 4.2 of the Credit Agreement (Conditions to Each Extension of Credit)</u>. Section 4.2(c)(i) of the Credit Agreement is hereby amended by inserting the following new sentence at the end of such Section:

"Notwithstanding the foregoing, with respect to any Loans to be funded under the terms of this Agreement on or before June 1, 2009, the Lenders hereby agree to waive the requirement set forth in this Section 4.2(c)(i) for the Final Order being final and non-appealable; the requirement for the Final Order being final and non-appealable applies to all Loans to be funded on or after June 2, 2009."

- 7. <u>Amendment to Section 4 of the Credit Agreement (Conditions Precedent)</u>. Section 4 of the Credit Agreement is hereby amended by adding the following new Section 4.4 in the appropriate order:
  - "4.4 <u>Conditions to Funding of GMAC Loans</u>. Notwithstanding anything to the contrary herein, any GMAC Loan requested to be made in accordance with Section 2.2 shall be subject only to the satisfaction of following conditions precedent (which may be waived by the Treasury in its sole discretion):
    - (i) the Treasury shall have received a Use of Proceeds Statement as defined in Section 4.2(e); provided that, the GMAC Loans may be

- used only for the purpose specified in Section 6.5 of the GMAC Master Agreement; and
- (ii) the Final Order shall have been entered increasing the aggregate amount of the Commitments by \$860,000,000."
- 8. Amendments to Section 6.9 of the Credit Agreement (Investments).

  (a) Section 6.9(k) of the Credit Agreement is hereby amended by deleting it in its entirety and substituting in lieu thereof the following new Section:
  - "(k) Investments in Excluded Subsidiaries and Canadian Holdings, Chrysler Canada and their Canadian Subsidiaries in an aggregate amount valued at cost at the time of such Investment not to exceed \$485,000,000 during the term of this Agreement;"
- (b) Section 6.9 of the Credit Agreement is hereby further amended by (i) deleting "and" from the end of clause "m" and substituting in its place ";", (ii) inserting ", and" at the end of clause (n), and (iii) adding the following as a new clause (o) in the appropriate alphabetical order:
  - "(o) (i) Obligations of the Guarantors of Indebtedness under the GMAC MAFA Agreement and (ii) Investments by the Borrower in U.S. Dealer LLC in an aggregate amount not to exceed \$600,000,000 in accordance with the terms of the GMAC Master Agreement."
- 9. Amendment to Section 6.14 of the Credit Agreement (Amendments to Transaction Documents). Section 6.14 of the Credit Agreement is hereby amended by inserting "or GMAC Transaction Documents" after, in each instance, "Transaction Documents".
- 10. <u>Amendment to Section 8.5 of the Credit Agreement (Payment of Expenses)</u>. (a) Clause (a) of Section 8.5 of the Credit Agreement is hereby amended by deleting it in its entirety and substituting in lieu thereof the following new clause:
  - "(a) to pay or reimburse the Lenders for all their (i) reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby (including the reasonable out-of-pocket costs and expenses of the advisors and counsel to each Lender but excluding the professional fees of such advisors and counsel to each Lender), and (ii) costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including the fees and disbursements of counsel (including the allocated fees and disbursements and other charges of in-house counsel) to each Lender,"

- (b) Clause (c) of Section 8.5 of the Credit Agreement is hereby amended by (i) adding "or assets" after "operations", (ii) deleting "or" after "Group Member" and substituting in lieu thereof ", including", and (iii) inserting "," after "Mortgaged Properties".
- 11. <u>Amendment to Annex I of the Credit Agreement (Initial Budget)</u>. Annex I of the Credit Agreement is hereby deleted in its entirety and substituting in lieu thereof the new Annex attached hereto as Annex I.
- 12. <u>Amendment to Schedule 1.1A of the Credit Agreement (Commitments)</u>. Schedule 1.1.A of the Credit Agreement is hereby deleted in its entirety and substituting in lieu thereof the new Schedule attached hereto as Annex II.
- 13. <u>Conditions to Effectiveness</u>. This Amendment shall become effective upon the date (the "<u>First Amendment Effective Date</u>") on which the following conditions have been satisfied:
  - (a) <u>Amendment</u>. Each Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower and the Lenders.
  - (b) <u>Acknowledgment and Consent</u>. Each Lender shall have received an Acknowledgment and Consent ("<u>Acknowledgment and Consent</u>"), substantially in the form of <u>Exhibit A</u> hereto, duly executed and delivered by each Guarantor.
  - (c) <u>Initial Notes</u>. (i) The Treasury shall have received an amended and restated Initial Note in a principal amount equal to \$3,800,000,000.
    - (ii) The Canadian Lender shall have received an amended and restated Initial Note in a principal amount equal to \$1,160,000,000.
  - (d) <u>Additional Notes</u>. (i) The Treasury shall have received an amended and restated Additional Note in a principal amount equal to \$253,460,000.
    - (ii) The Canadian Lender shall have received an amended and restated Additional Note in a principal amount equal to \$77,372,000.
  - (e) <u>Legal Opinions</u>. Each Lender shall have received an executed legal opinion of (i) Jones Day, New York counsel to the Group Members as to New York law, United States federal law and the Delaware Limited Liability Companies Act, and (ii) inhouse counsel to the Group Members.
  - (f) <u>Resolutions</u>. Each Lender shall have received resolutions duly adopted by the board of directors, or equivalent, of each Loan Party authorizing the execution, delivery, and performance of this amendment and the Credit Agreement and the Loan Documents to which it is party.
  - (g) <u>Final Order</u>. The Final Order shall be entered by the Bankruptcy Court and shall authorize the Credit Agreement as amended by this Amendment, including,

without limitation, the increase of the Commitments of the Lenders as secured by the DIP Liens.

- 14. <u>Representations and Warranties</u>. The Borrower hereby represents and warrants to each Lender that (before and after giving effect to this Amendment):
  - (a) Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has the power and authority, and the legal right, to execute, deliver and perform this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of this Amendment and the Acknowledgment and Consent to which it is a party. Except as required under the Bankruptcy Code and applicable state and federal bankruptcy rules, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the consummation of this Amendment and the Acknowledgment and Consent or the execution, delivery, performance, validity or enforceability of this Amendment and the Acknowledgment and Consent, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect. This Amendment and the Acknowledgment and Consent have been duly executed and delivered on behalf of each Loan Party party thereto. This Amendment, the Acknowledgment and Consent and the Credit Agreement constitute a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with their 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).
  - (b) Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, the execution, delivery and performance of this Amendment will not violate any Requirement of Law or any Contractual Obligation of any Loan Party, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Orders). No Requirement of Law or Contractual Obligation applicable to Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.
  - (c) Each of the representations and warranties made by the Borrower herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the First Amendment Effective Date as if made on and as of such date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date).
  - (d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

- 15. <u>Limited Effect</u>. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower that would require the waiver or consent of the Lenders.
- 16. <u>GOVERNING LAW</u>. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 17. <u>Miscellaneous</u>. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and each of the Lenders. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.
- 18. Orders. The terms and conditions hereunder shall be subject to the terms and conditions of the Final Order, or, prior to the effectiveness of the Final Order, the Interim Order. In the event of any inconsistency between the terms or conditions of this Amendment and the terms and conditions of the Orders, the terms and conditions of the Orders shall control.

[Signature Pages Follow]

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

**CHRYSLER LLC** 

Varne: Jan A. Bertsch

Title: Senior Vice President & Treasurer

## UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

y: \_\_\_\_\_\_

Name: Duane Morse

Title: Chief Risk and Compliance Officer

EXPORT DEVELOPMENT CANADA, as a Lender

Name:

Title:

Chris Timbrell Sr. Financing Manager

By: Name: Title:

David Rowself Director

## ANNEX I TO AMENDMENT

## ANNEX I

## **INITIAL BUDGET**

(Attached)

Chrysler LLC

9 week DIP Budget beginning May 5, 2009

(155) (89) (9) (192) (8) (753) (p) ≗ිට පිටෙපි (67) (71) 3 **2** 2 Ξ 3 ទិទិខ 3 (381) (868) (269) <u>র</u> (১ (3.00 E) (3.00 E) (3.00 E) (50g (5,497) 137 400 (4,960) Bankruptcy ē 33 (5,497) 137 400 5 (55) (54) (14) (30) ŝ (5,234) **S** (126) **S** 400 <u>8</u> 6 2 3 , <u>8</u> 7 , . . . (58) . 6 . 8 . 9 ₹ (20 3 (4,937) S (407) S 400 . , 8 , 2 9 6 32 Ξ 8 8 E ຸ ອ 8 (3) 6/15 (4,620) S (376) S 8 - 8 E E É (Z) , (Q) 3 9 (311) 8 (4,309) S (345) S , <u>8</u> , <u>8</u> <u>8</u> 9 <u>2</u> (45) (46) (30) (30) (6) (639) (1,068)79 (3,241) S (238) S ΄ € (5) SE E (5) E E . E ୍ଚ (147) £ £ £ 92 (302) 5725 (2,541) \$ (252) \$ 400 (2,393) \$ 3 ୍ ଛ  $\tilde{z}$ . E & B (127) 6 . 8 ຸ ⊛ (805) 5/18 (1,421) \$ (232) \$ 400 ୍ଞ**ଞ୍**ଞ , ® , € 9 € (56) 3 (16) (430) (96) 60 5/11 (539) S (108) S (12) . 66.68 600 (539) (273) Week Beginning: 5/4 Mema: Calendor Month Total Memo: Calendor Month Order Coverage Add: Agreed Upon Contingency Less: Use of Domestic Cash On-hand at Filing Date Total Wages and Salary Payments to National Sales Companies Engineering Research & Development Total Manufacturing Intercompany Disbursements Other Non-Operating Disb. Tom Other Critical Vendor Payments Wholesale Receipts Parts & Service Receipts Productive Material Non-Productive Material Manufacturing Overhead Warranty Disbursements Non-Operating Receipts Principal Payments Intercompany Receipts Pension and OPEB CapEx and tooling Interest Payments Total Maximum DIP Borrowing Professional Fees Other Op. Disb. Other Receipts Labor - Hourly Labor · Salary Cumulative Disburnements Severance Permitted DIP Funding Total Disbursements U.S. Units Shipped (in thousands) Wages and Salary Total Receipts Manufacturing U.S. Dollars in millions Other Cash Disbursements Cash Receipts

<sup>(1)</sup> Maximum DIP borrowing may not exceed \$4.1 billion. Actual disburseneans may not exceed the amount of the maximum DIP borrowing plus actual MOPAR receipus, if any.
(2) Total domestic cash was approximately \$660 million of which \$250 million is the minimum each bahance that mustbe kept on hand at all times for DIP covernant purposes
(3) Reductions in disbursement levels may be necessary throughout the forecast period to alleviate an additional eash need the week of June 29

## ANNEX II TO AMENDMENT

## ANNEX II

## SCHEDULE 1.1A

Lender	Funding Office	Commitment
	The United States Department of	
	the Treasury 1500 Pennsylvania Avenue, NW	
	Washington, D.C. 20220	
	Attention: Cash Management	
United States Department of	Officer	
the Treasury	Telephone: (202) 622-9281	\$3,800,000,000
	Export Development Canada	
•	151 O'Connor Street	
	Ottawa, Ontario	
	Canada K1A 1K3	
	Attention: Loans Services	
Export Development Canada	Fax #: (613) 598-2514	\$1,160,000,000
Total Commitments		\$4,960,000,000

#### SECOND AMENDMENT TO SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

SECOND AMENDMENT, dated as of June 10, 2009 (this "Amendment") to the SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of May 5, 2009 (as amended by the First Amendment to Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 15, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among CHRYSLER LLC, a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the several lenders from time to time parties thereto (the "Lenders").

#### WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders amend certain provisions of the Credit Agreement;

WHEREAS, the Lenders have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment:

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Section 1.1 of the Credit Agreement (Defined Terms). Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

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

'Second Amendment': the Second Amendment, dated as of June 10, 2009, to this Agreement.

'<u>Second Amendment Effective Date</u>': as defined in Section 5 of the Second Amendment."

- 2. Amendment to Section 4.3 of the Credit Agreement (Conditions to Special Borrowings). Section 4.3 of the Credit Agreement is hereby amended by inserting "and the KeyBank Tax Liability Account" after "KeyBank Account".
- 3. <u>Amendment to Section 5.20 of the Credit Agreement (KeyBank Account)</u>. Section 5.20 of the Credit Agreement is hereby amended by inserting the following new sentence at the end of such Section:

"Notwithstanding the foregoing in this Section 5.20, the Borrower shall transfer on or before the Second Amendment Effective Date \$50,000,000 of the proceeds in the KeyBank Account into the KeyBank Tax Liability Account, which account (i) shall be maintained or caused to be maintained by the Borrower segregated from all other assets of the Borrower, and (ii) shall at all times be free and clear of any Liens other than DIP Liens and which proceeds shall be used by the Borrower solely to pay the Personal Liability Taxes, Administrative Expense Taxes and Withholding Taxes (each, as defined in the Master Transaction Agreement) in accordance with Section 7.01 of the Master Transaction Agreement."

- 4. <u>Amendment to Section 6.2 of the Credit Agreement (Liens)</u>. Section 6.2 of the Credit Agreement is hereby amended by inserting "or the KeyBank Tax Liability Account" after "KeyBank Account".
- 5. <u>Conditions to Effectiveness</u>. This Amendment shall become effective upon the date (the "<u>Second Amendment Effective Date</u>") on which the following conditions have been satisfied:
  - (a) <u>Amendment</u>. Each Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower and the Required Lenders.
  - (b) Acknowledgment and Consent. Each Lender shall have received an Acknowledgment and Consent ("Acknowledgment and Consent"), substantially in the form of Exhibit A hereto, duly executed and delivered by each Guarantor.
  - (c) <u>KeyBank Tax Liability Account</u>. The Borrower shall have transferred \$50,000,000 from the KeyBank Account to that certain account number established and maintained by the Borrower with KeyBank National Association for the benefit of the Lenders.
- 6. Representations and Warranties. The Borrower hereby represents and warrants to each Lender that (before and after giving effect to this Amendment):
  - (a) Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has the power and authority, and the legal right, to execute, deliver and perform this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of this Amendment and the Acknowledgment and Consent to which it is a party. Except as required under the

Bankruptcy Code and applicable state and federal bankruptcy rules, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the consummation of this Amendment and the Acknowledgment and Consent or the execution, delivery, performance, validity or enforceability of this Amendment and the Acknowledgment and Consent, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect. This Amendment and the Acknowledgment and Consent have been duly executed and delivered on behalf of each Loan Party party thereto. This Amendment, the Acknowledgment and Consent and the Credit Agreement constitute a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with their 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).

- (b) Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, the execution, delivery and performance of this Amendment will not violate any Requirement of Law or any Contractual Obligation of any Loan Party, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Orders). No Requirement of Law or Contractual Obligation applicable to Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.
- (c) Each of the representations and warranties made by the Borrower herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Second Amendment Effective Date as if made on and as of such date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date).
- (d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.
- 7. No Amendment without the consent of New Carco Acquisition LLC. Treasury acknowledges that New CarCo Acquisition LLC is relying on the last sentence of Section 5.20 of the Credit Agreement added pursuant to Section 3 of this Amendment and agrees not to enter into any amendment or waiver thereof without the consent of New Carco Acquisition LLC. The parties hereto agree that New CarCo Acquisition LLC is an express third party beneficiary of the last sentence of Section 5.20 of the Credit Agreement added pursuant to Section 3 of this Amendment and this Section 7 of this Amendment, entitled to enforce the same as if it were a party hereto.
- 8. <u>Limited Effect</u>. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed

as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower that would require the waiver or consent of the Lenders.

- 9. <u>GOVERNING LAW</u>. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 10. <u>Miscellaneous</u>. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and each of the Lenders. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.
- 11. Orders. The terms and conditions hereunder shall be subject to the terms and conditions of the Final Order. In the event of any inconsistency between the terms or conditions of this Amendment and the terms and conditions of the Orders, the terms and conditions of the Orders shall control.

[Signature Pages Follow]

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

**CHRYSLER LLC** 

Name: Jan A. Bertsch

Title: Senior Vice President & Treasurer

## UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

Name: Duane Morse

Title: Chief Risk and Compliance Officer

### THIRD AMENDMENT TO SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIRD AMENDMENT, dated as of March 23, 2010 (this "Amendment") to the SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of May 5, 2009 (as amended by the First Amendment to Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 15, 2009, the Second Amendment to Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of June 10, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among OLD CARCO LLC (formerly known as Chrysler LLC), a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the several lenders from time to time parties thereto (the "Lenders").

#### WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders amend certain provisions of the Credit Agreement;

WHEREAS, the Lenders have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Amendments to Section 1.1 of the Credit Agreement (Defined Terms)</u>. Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definition in the appropriate alphabetical order:

""Repayment Percentage': with respect to any Lender, the percentage set forth for such Lender in the table below:

Lender	Percentage
United States Department of the Treasury	80%
Export Development Canada	20%

- "'Winddown Order" the Agreed Order, Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 9014 and 9019 and Local Bankruptcy Rule 4001-2 Approving (A) Winddown Funding for the Debtors' Estates and (B) Related Matters (Docket No. 5982), entered by the Bankruptcy Court on November 19, 2009."
- 2. <u>Amendment to Section 2.5 of the Credit Agreement (Mandatory Prepayments and Commitment Reductions)</u>. Section 2.5 of the Credit Agreement is hereby amended by deleting it in its entirety and substituting in lieu thereof the following:
  - "2.5 <u>Mandatory Repayments.</u> (a) If any Extraordinary Receipt shall be received, or Indebtedness is incurred, except for Indebtedness permitted by Section 6.3, by any Group Member, then on the date of such receipt or incurrence, the Loans and the Additional Notes shall be repaid by an amount equal to the amount of the Net Cash Proceeds of such receipt or incurrence, as set forth in Section 2.5(c). The provisions of this Section do not constitute a consent to the issuance of any equity securities by any entity whose equity securities are pledged pursuant to the Orders, or a consent to the incurrence of any Indebtedness by any Group Member.
  - (b) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event except for proceeds that are subject to a prior lien or that are required to be paid to the holder of a prior lien, other than a Primed Lien, then on the date of receipt by such Group Member of such Net Cash Proceeds, the Loans and the Additional Notes shall be repaid by an amount equal to the amount of such Net Cash Proceeds, as set forth in Section 2.5(c). The provisions of this Section 2.5 do not constitute a consent to the consummation of any Disposition not permitted by Section 6.4.
  - (c) Amounts to be applied in connection with repayments made pursuant to this Section shall be applied, (i) <u>first</u>, to pay accrued and unpaid interest on, and expenses in respect of, the Loans and the Additional Notes, (ii) <u>second</u>, to repay the Loans, and (iii) <u>third</u>, to repay the Additional Notes. Any such repayment shall be accompanied by a notice to each Lender specifying the aggregate amount of such repayment and such Lender's Repayment Percentage of such repayment.
  - (d) Amounts to be applied in connection with repayments of the outstanding Loans pursuant to this Section 2.5 shall be applied, <u>first</u>, to ABR Loans and, <u>second</u>, to Eurodollar Loans and, in each case, in accordance with Section 2.5(c). Each repayment of the Loans under this Section 2.5 shall be accompanied by accrued interest to the date of such repayment on the amount repaid and without premium or penalty."
- 3. Amendment to Section 2.10 of the Credit Agreement (Pro Rata Treatment and Payments; Evidence of Debt). Section 2.10 of the Credit Agreement is hereby amended by deleting Section 2.10(b) in its entirety and substituting in lieu thereof the following:
  - "(b) Each payment on account of principal and interest on the Loans and Additional Notes shall be made *pro rata* according to the respective Repayment

Percentages of the Lenders. Amounts paid on account of the Loans may not be reborrowed."

- 4. <u>Conditions to Effectiveness</u>. This Amendment shall become effective upon the date (the "<u>Third Amendment Effective Date</u>") on which the following conditions have been satisfied:
  - (a) <u>Amendment</u>. Each Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower and the other Lenders.
  - (b) <u>Acknowledgment and Consent</u>. Each Lender shall have received an Acknowledgment and Consent ("<u>Acknowledgment and Consent</u>"), substantially in the form of <u>Exhibit A</u> hereto, duly executed and delivered by each Guarantor.
- 5. <u>Representations and Warranties</u>. The Borrower hereby represents and warrants to each Lender that (before and after giving effect to this Amendment):
  - (a) Each Loan Party has the power and authority, and the legal right, to execute, deliver and perform this Amendment and the Acknowledgment and Consent to which it is a party. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of this Amendment and the Acknowledgment and Consent to which it is a party. Except as required under the Bankruptcy Code and applicable state and federal bankruptcy rules, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the consummation of this Amendment and the Acknowledgment and Consent or the execution, delivery, performance, validity or enforceability of this Amendment and the Acknowledgment and Consent, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect. This Amendment and the Acknowledgment and Consent have been duly executed and delivered on behalf of each Loan Party party thereto. This Amendment, the Acknowledgment and Consent and the Credit Agreement constitute a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with their 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).
  - (b) The execution, delivery and performance of this Amendment will not violate any Requirement of Law or any Contractual Obligation of any Loan Party, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Orders).
- 6. <u>Limited Effect</u>. Except as expressly provided hereby, in the Orders and in the Winddown Order, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers

contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower that would require the waiver or consent of the Lenders.

- 7. Reservation of Rights. Except as expressly provided herein, this Amendment shall not constitute or be deemed to be a waiver by the Lenders of any default, which may exist or may hereafter occur, by the Borrower under the Loan Documents, and any actions taken pursuant to this Amendment shall not constitute evidence of any waiver, estoppel, release, modification, limitation, forbearance or any agreement by the Lenders to delay the exercise of the Lenders' rights or remedies under the Loan Documents or a waiver of the Borrower's obligations under the Loan Documents. The Lenders expressly reserve the right to exercise (or to continue the exercise of) any and all of the rights and remedies of the Lenders in respect of the Obligations and matters related thereto at any time without further notice to the Borrower (except for any such notices required under the terms of the Loan Documents or by applicable law). Without limitation of the foregoing, this Amendment shall not effectuate or be deemed to effectuate an extension of the term of the Credit Agreement.
- 8. <u>GOVERNING LAW</u>. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 9. <u>Miscellaneous</u>. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and each of the Lenders. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.
- 10. Orders. The terms and conditions hereunder shall be subject to the terms and conditions of the Final Order. In the event of any inconsistency between the terms or conditions of this Amendment and the terms and conditions of the Orders, the terms and conditions of the Orders shall control. In the event of any inconsistency between the terms and conditions of the Loan Documents (including this Amendment) and the Orders, on the one hand, and the Winddown Order, on the other hand, the Winddown Order shall control.

[Signature Pages Follow]

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

OLD CARCO LLC (f/k/a Chrysler LLC)

Name: Ronald E. Kolka
Title: Chief Executive Officer

# UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By:

Name: Herbert M. Allison, Jr.

Title: Assistant Secretary for Financial

Stability

EXPORT DEVELOPMENT CANADA, as a

Lender

Bv:

Name: Title: LAURA MILLER ASSET MANAGEMENT

PETER JOHNSTON

LOAN PORTFOLIO MGR

#### ACKNOWLEDGMENT AND CONSENT

Reference is made to the THIRD AMENDMENT, dated as of March 23, 2010 (the "Amendment") to the SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of May 5, 2009 (as amended by the First Amendment to Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 15, 2009, the Second Amendment to Second Lien Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 10, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among OLD CARCO LLC (formerly known as Chrysler LLC), a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the several lenders from time to time parties thereto (the "Lenders").

Each of the undersigned parties to the Guarantee Agreement hereby (a) consents to the transactions contemplated by the Amendment and (b) acknowledges and agrees that the guarantees and other obligations made by such party contained in the Guarantee Agreement are, and shall remain, in full force and effect after giving effect to the Amendment.

[Signature Pages Follow]

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

#### ALPHA HOLDING LP

By: 3217923 NOVA SCOTIA COMPANY, as General Partner

By: OLD CARCO LLC (f/k/a Chrysler LLC), as Empowered Person

By: Name: Ronald E. Kolka

Title: Chief Executive Officer

OLD CARCO AVIATION INC. (f/k/a Chrysler Aviation Inc.)

By: R.E. Kolka

Name: Ronald E. Kolka

Title: President

OLD CARCO DUTCH HOLDING LLC (f/k/a Chrysler Dutch Holding LLC)

By: Ronald E. Kolka

Title: President

OLD CARCO DUTCH INVESTMENT LLC (f/k/a Chrysler Dutch Investment LLC)

Name: Ronald E. Kolka

Title: President

OLD CARCO DUTCH OPERATING GROUP LLC (f/k/a Chrysler Dutch Operating Group LLC)

Name: Ronald E. Kolka

Title: President

(f/k/a Chrysler Institute of Engineering)
By: Ronald E. Kolka Title: President
OLD CARCO INTERNATIONAL CORPORATION (f/k/a Chrysler International Corporation)
By: Ronald E. Kolka Title: President
OLD CARCO INTERNATIONAL LIMITED, L.L.C. (f/k/a Chrysler International Limited, L.L.C.
By: OLD CARCO INTERNATIONAL CORPORATION (f/k/a Chrysler International Corporation), as Member
By: Let Kolka Name: Ronald E. Kolka Title: President
OLD CARCO INTERNATIONAL SERVICES S.A. (f/k/a Chrysler International Services, S.A.)
By: Resident Rolls
OLD CARCO MOTORS LLC (f/k/a Chrysler Motors LLC)
By: Ronald E. Kolka Title: President
OLD CARCO REALTY COMPANY LLC (f/k/a Chrysler Realty Company LLC)
By: Ronald E. Kolka
Title: President

OLD CARCO INSTITUTE OF ENGINEERING

OLD CARCO SERVICE CONTRACTS FLORIDA, INC. (f/k/a Chrysler Service Contracts Florida, Inc.)  By:  Name: Ronald E. Kolka
Title: President  OLD CARCO SERVICE CONTRACTS INC. (f/k/a Chrysler Service Contracts Inc.)  By:   Name: Ronald E. Kolka  Title: President
OLD CARCO TECHNOLOGIES MIDDLE EAST LTD. (f/k/a Chrysler Technologies Middle East Ltd.)
By: Name: Ronald E. Kolka Title: President
OLD CARCO TRANSPORT, INC. (f/k/a Chrysler Transport, Inc.)  By:
By: Kolka Name: Ronald E. Kolka Title: President
OLD CARCO VANS LLC (f/k/a Chrysler Vans LLC)
By: Ronald E. Kolka Title: President
DCC 929, INC.  By: Kell  Name: Ronald E. Kolka  Title: President
DEALER CAPITAL, INC.
By: Name: Ronald E Kolka

Title: President

GLOBAL ELECTRIC MOTORCARS, LLC
By: Ke. Kolka Name: Ronald E. Kolka Title: President
NEV MOBILE SERVICE, LLC
By: E. Kolka Name: Ronald E. Kolka Title: President
NEV SERVICE, LLC
By: Name: Ronald E. Kolka Title: President
PEAPOD MOBILITY LLC
By: LE Lolla Name: Ronald E. Kolka Title: President
TPF ASSET, LLC
By: OLD CARCO LLC (f/k/a Chrysler LLC) as Member
By: LE Kolka Name: Ronald E. Kolka Title: Chief Executive Officer
TPF NOTE, LLC
By: OLD CARCO LLC (f/k/a Chrysler LLC), as Member
By: Ronald E. Kolka Title: Chief Executive Officer
UTILITY ASSETS LLC
By: R. E. Rich
Name: Ronald E. Kolka Title: President