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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
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**ORDER CONFIRMING SECOND AMENDED JOINT PLAN
OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION, AS MODIFIED**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") having proposed the Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession, dated as of January 22, 2010 (Docket No. 6272), which was included in the contents of the Solicitation Materials (as defined below) distributed to the creditors entitled to vote thereon, and as modified by the revisions identified in the Notice of Modifications to Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession, filed with this Court on April 13, 2010 (Docket No. 6784) and on the record at the Confirmation Hearing (as defined below) (collectively and including all exhibits thereto, the "Plan"),¹ a true and correct copy of which (without exhibits) is attached hereto as Annex I; this Court having conducted an evidentiary hearing to consider confirmation of the Plan on April 20, 2010 (the "Confirmation Hearing"); this Court having considered:

- (i) the testimony of the three witnesses proffered and/or called at the Confirmation Hearing;
- (ii) the four exhibits of the Debtors admitted into evidence at the Confirmation Hearing and the other exhibits admitted for the purposes of the Confirmation Hearing;

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Plan.

I. Injunction

25. The injunction as set forth in Section III.E.4 of the Plan is approved in all respects (subject to the other terms of the Plan and this Order), is incorporated herein in its entirety, is so ordered and shall be immediately effective on the Effective Date of the Plan without further order or action on the part of the Bankruptcy Court.

26. On the Effective Date, except as otherwise provided in the Plan or in this Order, all Persons who have been, are or may be holders of Claims against or Interests in a Debtor shall be enjoined from taking any of the following actions against or affecting a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets, with respect to such Claims or Interests (other than actions brought to enforce any rights or obligations under the Plan, the Winddown Orders and appeals, if any, from this Order):

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets; *provided that*, with respect to any suit, action or other proceeding pursued by the Liquidation Trust, nothing in this Order or in the Plan shall limit any adverse party involved in such suit, action or other proceeding from asserting or pursuing in such suit, action or other proceeding (i) all arguments in or objections or defenses to such suit, action or other proceeding and (ii) all claims and counterclaims that relate in any way to the facts, circumstances, transactions or occurrences that are the subject of such suit, action or other proceeding (each referred to as, a "Related Claim"), to the extent such Related Claims have not been released, or are otherwise prohibited, by the Plan or this Order, and *provided further that*, notwithstanding anything in this Order or in the Plan to the contrary, any Claims that are Related Claims asserted by any adverse party in any suit, action or other proceeding pursued by the Liquidation Trust (A) may be, to the extent permitted by applicable law, asserted defensively in such suit, action or other proceeding, including, without limitation, for purposes of setoff, recoupment, reduction of damages or otherwise, without limitation hereunder or under the Plan; and (B) may be, to the extent permitted by applicable law, liquidated in such suit, action or other proceeding and Allowed, subject to receiving the treatment provided to such

Claims under the Plan and subject to the rights of the Debtors and the Liquidation Trust to contest such assertions, arguments, objections, defenses and/or claims on any grounds;

- (b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets;
- (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets, other than as contemplated by the Plan or this Order;
- (d) except as provided in the Plan or this Order, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets; and
- (e) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or the settlements set forth in the Plan and approved pursuant to this Order.

27. On the Effective Date, except as otherwise provided in the Plan or in this Order, all Persons that have held, currently hold or may hold any Liabilities released or exculpated pursuant to Sections III.E.5 and III.E.6 of the Plan or this Order, respectively, shall be permanently enjoined from taking any of the following actions against any Released Party or its property on account of such released Liabilities: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien; (d) except as provided in the Plan, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due to a

Released Party; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or this Order.

28. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth above and in Section III.E.4 of the Plan (subject to the other terms of the Plan and this Order).

29. Nothing in the Plan, including Section III.E.4 thereof, or this Order shall be construed to limit, expand, modify or otherwise affect: (a) any relief granted in any order of the Bankruptcy Court lifting, terminating, annulling, modifying or conditioning the automatic stay imposed in these cases pursuant to section 362(a) of the Bankruptcy Code or (b) the rights of any holder of an Allowed Secured Claim with respect to any bond or cash deposit securing such Allowed Secured Claim.

30. Except to the extent that a holder of a Tort Claim released any Claims it might have against a non-Debtor Released Party by voting in favor of the Plan, nothing in the Plan, any amendment to the Plan or this Order, shall release, enjoin, preclude or otherwise affect in any way the right or ability of any Person(s) who have been, are or may be the holders of (a) Tort Claims or (b) other claims against non-Debtors arising from environmental contamination (collectively, "Tort Claimants") to (i) commence or continue to prosecute litigation, including appeals, solely against non-Debtors with respect to any claims such holders may have against non-Debtors, or (ii) enter into or enforce any settlement or judgment solely with or against any non-Debtor relating thereto or in connection therewith. In addition, as of the Effective Date, the injunction imposed by Section III.E.4 of the Plan (the "Plan Injunction") will be deemed modified solely to the extent necessary to (a) permit Tort Claimants to commence, pursue or continue litigation to pursue applicable insurance, including litigation against the Debtors' insurers, if any ("Insurance Litigation"); and (b) in connection therewith, to name one or more of the Debtors as nominal

K. Exemption From Taxation

34. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, filing fee, sales or use Tax or similar Tax: (a) any Restructuring Transaction; (b) the execution and implementation of the Liquidation Trust Agreement, including the creation of the Liquidation Trust, any transfers of the Liquidation Trust Assets or other assets (if any) to or by the Liquidation Trust, including the sale, liquidation, transfer, foreclosure, abandonment or other disposition of the Liquidation Trust Assets (including any transfers to an Environmental Response Trust); or (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments, applications, certificates or statements executed or filed in connection with any of the foregoing or pursuant to the Plan, and any transfer of First Lien Collateral or DIP Collateral to or from the Liquidation Trust in accordance with the terms of the Plan.

35. All filing and recording officers are hereby directed to accept for filing or recording all instruments to be filed and recorded in accordance with the Plan or the Plan Exhibits without payment of any such Taxes described in paragraph 34 hereof. Notice of entry of this Order in the form approved by the Bankruptcy Court: (a) shall have the effect of an order of the Bankruptcy Court; (b) shall constitute sufficient notice of the entry of this Order to such filing and recording officers; and (c) shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law. The Bankruptcy Court retains jurisdiction to enforce the foregoing direction by contempt proceedings or otherwise.

36. Any transfers of owned or leased real property undertaken by the Debtors or the Liquidation Trust pursuant to the Plan, the Restructuring Transactions or the Liquidation Trust Agreement are specifically for the purpose of effectuating the orderly winddown of the Debtors'

such parties in interest as the Bankruptcy Court may direct, this Order will be vacated by the Bankruptcy Court; *provided, however*, that, notwithstanding the Filing of such motion, this Order may not be vacated if each of the conditions to the Effective Date either is satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If this Order is vacated pursuant to Section III.D of the Plan: (a) the Plan will be null and void in all respects, including with respect to the release of Claims and termination of Interests; and (b) nothing contained in the Plan will (i) constitute a waiver or release of any Claims by or against, or any Interest in, any Debtor or (ii) prejudice in any manner the rights of the Debtors or any other party in interest; *provided, however*, that the rejection of Executory Contracts or Unexpired Leases pursuant to Section II.E of the Plan will survive any vacation of this Order by the Bankruptcy Court.

75. The business and assets of the Debtors shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over those matters and issues described in Article VIII of the Plan.

Dated: April 23, 2010
New York, New York

s/Arthur J. Gonzalez
THE HONORABLE ARTHUR J. GONZALEZ
CHIEF UNITED STATES BANKRUPTCY JUDGE