
TAX SETTLEMENT AGREEMENT

Among

CG INVESTMENT GROUP, LLC
CHRYSLER HOLDING LLC
CHRYSLER LLC
CHRYSLER CANADA INC.
CHRYSLER CANADA HOLDING ULC
3217923 NOVA SCOTIA COMPANY ULC
ALPHA HOLDING LP
CHRYSLER MEXICO HOLDING, S. DE R.L. DE C.V.
CHRYSLER DE MEXICO S.A. DE C.V.
CHRYSLER DE VENEZUELA LLC,
the Chrysler Parties hereto,

and

DAIMLER AG
DAIMLER NORTH AMERICA FINANCE CORPORATION
DAIMLER INVESTMENTS US CORPORATION,
the Daimler Parties hereto.

Dated as of May [●], 2009

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EXHIBITS

A CTPD AGREEMENT

This TAX SETTLEMENT AGREEMENT, dated as of May [●], 2009, together with and including the exhibits annexed hereto, which comprise an integral part of this agreement (collectively, this "Agreement"), by and among DAIMLER AG (formerly known as DaimlerChrysler AG), a German *Aktiengesellschaft* ("Daimler"), DAIMLER NORTH AMERICA FINANCE CORPORATION (formerly known as DaimlerChrysler North America Finance Corporation), a Delaware corporation ("DNAF"), DAIMLER INVESTMENTS US CORPORATION (formerly known as DaimlerChrysler Holding Corporation), a Delaware corporation ("DIUS", and together with DNAF, the "DC Contributors", and together with DNAF and Daimler the "Daimler Parties"), CG INVESTMENT GROUP, LLC, a Delaware limited liability company (the "Investor"), an affiliate of Cerberus Capital Management, L.P., CHRYSLER HOLDING LLC, a Delaware limited liability company (the "Company"), CHRYSLER LLC, a Delaware limited liability company ("Chrysler"), CHRYSLER CANADA INC., a corporation incorporated under the laws of Canada ("CCI"), CHRYSLER CANADA HOLDING ULC (formerly known as DaimlerChrysler Canada Holding ULC), a Nova Scotia unlimited liability company ("CCH"), 3217923 NOVA SCOTIA COMPANY ULC, a Nova Scotia unlimited liability company, ALPHA HOLDING LP, a Delaware limited partnership, CHRYSLER MEXICO HOLDING, S. DE R.L. DE C.V. (formerly known as DaimlerChrysler Mexico Holding, S. de R.L. de C.V.), a Mexican *sociedad de responsabilidad limitada de capital variable* ("CMH"), CHRYSLER DE MEXICO S.A. DE C.V., a Mexican *sociedad anonima de capital variable*, and Chrysler de Venezuela LLC, a Delaware limited liability company.

WHEREAS, the DC Contributors, the Investor and, with respect to Section 5.03 (Confidentiality) and Section 11.10 (Guarantee), Daimler, are parties to the Contribution Agreement, dated as of May 14, 2007 (as amended, supplemented or otherwise modified through the date hereof, the "Contribution Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, on April 30, 2009, Chrysler and twenty-four of its subsidiaries (the "Chrysler Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are being jointly administered under Case No. 09-50002 (AJG) (the "Chrysler Chapter 11 Cases");

WHEREAS, the DC Contributors, the Company and the Investor desire to resolve the CTPD and, for this purpose have agreed to and have applied for certain expedited Competent Authority proceedings between the CRA and the IRS regarding the CTPD;

WHEREAS, the DC Contributors, the Investor and the Company desire to resolve their disputes regarding the interpretation of Section 7.01 of the Contribution Agreement in relation to the DC Contributors' liability for Excluded Taxes;

WHEREAS, the Daimler Parties have agreed that Chrysler may retain an amount of \$10,576,550.72 of state tax refunds to DNAC from the State of Michigan, received by Chrysler after August 3, 2007;

WHEREAS, the DC Contributors have agreed to indemnify the Chrysler Group with respect to the Daimler Tax Liability; and

WHEREAS, the parties have resolved the Covered Claims.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

SECTION 1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Approval Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, in form and substance reasonably satisfactory to the Daimler Parties, authorizing Chrysler to enter into and perform under this Agreement; provided that, if a party hereto has not objected to the form or substance of any such Approval Order prior to its entry, such Approval Order shall be deemed to be satisfactory to such party.

"Bankruptcy or Insolvency Code" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada) and the Companies' Creditors Arrangement Act (Canada) and any similar Canadian insolvency legislation.

"Canadian PUC Tax" means any Canadian withholding tax imposed on a member of the Chrysler Group by Canada in respect of any Pre-Closing Restructuring Transaction involving CCH.

"Canadian Taxing Authority" means the CRA and any Taxing Authority of Canada or of any province of Canada.

"Carve-Out Transaction" shall have the meaning assigned in the NSC Settlement Agreement.

"Chrysler Group" means the Company, Chrysler, CCI or any of their respective Subsidiaries as of the date hereof.

"Chrysler Parties" means the parties hereto other than the Daimler Parties.

"Chrysler Tax Liability" means (i) the Brazilian substitute State value added tax (*ICMS-ST*) charged on the sales of passenger cars sold by the producer or importer to Brazilian domestic dealers to the extent that such tax is the responsibility of CJD do Brasil Comércio de Veículos Ltda, a Brazilian company with limited liability and (ii) any Tax related to a Tax Return for which any member of the Chrysler Group is liable for the Tax reported thereon, other than a Daimler Tax Liability, the DC Contributors' liability for Taxes in respect of the CTPD described in the CTPD Agreement and Taxes for which any member of the Chrysler Group is held liable under Section 1.1502-6 of the Treasury Regulations (or a similar provision of state, local or foreign law) by reason of such member (or a predecessor of such member) being included for a period ending before August 3, 2007 in a consolidated, affiliated, combined or unitary group with the DC Contributors or any entity that was an Affiliate of the DC Contributors prior to August 3, 2007.

For the avoidance of doubt, the Chrysler Tax Liability shall not include any Taxes imposed on or in respect of the income of the DC Contributors or any entity that is or was an Affiliate of the DC Contributors after August 3, 2007, except as otherwise provided in the NSC Settlement Agreement.

"Chrysler Tax Matters" means the Chrysler Tax Liability and any Refunds with respect to the Taxes that are the subject of the Chrysler Tax Liability.

"Claims" means any claims, whether actual or potential, known or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden, upon any theory of law or equity now existing or coming into existence in the future.

"Competent Authority" means the competent authority of the United States and the competent authority of Canada within the meaning of paragraph 1(g) of Article III of the Treaty.

"Covered Claims" means any Claims for indemnification, payment, refunds or reimbursement of Taxes pursuant to Article VII of the Contribution Agreement, except to the extent such Claims are Claims in respect of Daimler Tax Matters, the CTPD or Chrysler Tax Matters.

"CRA" means the Canada Revenue Agency or its successor authority or agency.

"CTPD" means, with respect to any Canadian Taxing Authority, any dispute between such Canadian Taxing Authority and CCI if and to the extent such dispute relates to the adjustment of amounts relevant in the computation of Taxes by such Canadian Taxing Authority on account of transfer pricing between CCI or any of its predecessors, on the one hand, and Chrysler, any of its United States Subsidiaries or any of their respective predecessors, on the other hand, for CCI's taxation years or portions thereof beginning on or after January 1, 1996 and ending on or before August 3, 2007.

"CTPD Agreement" means Exhibit A.

"Daimler Tax Liability" means (a) the LILO and SILO Tax Liability; (b) any United States federal, State and local income tax deficiency of a member of the Chrysler Group related to any adjustment made pursuant to Internal Revenue Form 870AD agreed pursuant to the closing agreement between the IRS, DIUS, Chrysler and DNAC, dated October 30, 2007; and (c) any liability for (i) the Canadian PUC Tax, (ii) Mexican income taxes imposed on member of the Chrysler Group with respect to the Carve-Out Transaction of the Mexico MB Business or (iii) Venezuelan income taxes imposed on a member of the Chrysler Group with respect to the Carve-Out Transaction of the Venezuela MB Business.

"Daimler Tax Matters" means the Daimler Tax Liability and any Refunds with respect to the Taxes that are the subject of the Daimler Tax Liability.

"DNAC" means Daimler North America Corporation, a Delaware corporation.

"DNAC Refund" means the refunds of single business tax of the State of Michigan to DNAC issued (1) April 18, 2008, in the amount of \$9,967,510.01, (2) May 8, 2008, in the

amount of \$325,541.27, (3) June 10, 2008, in the amount of \$185,608.14 and (4) July 3, 2008, in the amount of \$97,891.30.

"Egypt Asset Transfer" shall have the meaning that was assigned to such term in the NSC Settlement Agreement.

"Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

"Governmental Authority" means any federal, national, international, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body (including private arbitrators or arbitral panels to the extent empowered to issue binding decisions).

"LILO and SILO Tax Liability" means any liability of any Chrysler Party for United States federal, state or local income taxes imposed in respect of any lease-in/lease-out or sale-in/lease-out leveraged lease or similar transaction originally entered into prior to August 3, 2007 by Chrysler Financial Company LLC, a Michigan limited liability company, Chrysler Capital Company LLC, a Delaware limited liability company, or any of their Affiliates.

"Mexico Carve-Out Transaction" shall have the meaning that was assigned to such term in the NSC Settlement Agreement.

"Mexico MB Business" shall have the meaning that was assigned to such term in the NSC Settlement Agreement.

"NSC" shall have the meaning that was assigned to such term in the NSC Settlement Agreement.

"NSC Settlement Agreement" means the Settlement Agreement dated as of March 31, 2009, by and among Daimler, DNAF, DIUS, Daimler Financial Services AG (formerly known as DaimlerChrysler Financial Services AG), a German *Aktiengesellschaft*, Daimler Trucks North America LLC (formerly known as Freightliner LLC), a Delaware limited liability company, Daimler Automotive de Venezuela C.A., a Venezuelan *compañía anónima*, Mercedes-Benz do Brasil Ltda., a Brazilian *sociedade limitada*, Mercedes-Benz Egypt S.A.E., a joint stock company organized under the laws of Egypt, Daimler Vehiculos Comerciales Mexico, S. de R.L. de C.V., a Mexican *sociedad de responsabilidad limitada de capital variable*, the Investor, the Company, Chrysler, Chrysler International Corporation, a Delaware corporation, Chrysler International Limited LLC, a Delaware limited liability company, Chrysler Group Egypt Limited, a limited liability company organized under the laws of Egypt, and Chrysler de Venezuela LLC, a Delaware limited liability company.

"Order" means any order, writ, judgment, injunction, decree, stipulation, assessment, levy, collection notice, determination or award entered by or with any Governmental Authority, including any demand for payment which is currently payable to any Governmental Authority.

"Refund" means the refund of any Tax paid to or deposit made with, or the return of any collateral posted with, a Taxing Authority, regardless of whether such refund is made as a cash payment or by way of set-off or credit against other Tax liabilities or other liabilities.

"Supplemental Tax Agreement" means the Supplemental Tax Agreement dated September 27, 2007, among DNAF, DIUS, the Investor, the Company, CarCo Intermediate Holdco I LLC, a Delaware limited liability company, CarCo Intermediate Holdco II LLC, a Delaware limited liability company, Chrysler and DaimlerChrysler Financial Services Americas LLC, a Michigan limited liability company.

"Treaty" means the Convention Between the United States of America and Canada with Respect to Taxes on Income and on Capital done at Washington on September 26, 1980, as amended by protocols signed June 14, 1983, March 28, 1984, March 17, 1995, July 29, 1997 and September 21, 2007.

"Venezuela MB Business" shall have the meaning that was assigned to such term in the NSC Settlement Agreement.

SECTION 2. Representations and Warranties of the Daimler Parties. The Daimler Parties hereby represent and warrant, jointly and severally, as of the date hereof, to the Chrysler Parties as follows:

(a) Each of the Daimler Parties is an entity duly organized and validly existing under the laws of its jurisdiction of organization. Each of the Daimler Parties has all necessary corporate or limited liability company power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

(b) The execution and delivery by each of the Daimler Parties of this Agreement, the performance by such Daimler Party of its obligations hereunder and the consummation by such Daimler Party of the transactions contemplated hereby have been duly authorized by all requisite corporate or limited liability company actions on the part of such Daimler Party. This Agreement has been duly executed and delivered by each of the Daimler Parties and (assuming due authorization, execution and delivery by each of the Chrysler Parties) constitutes a legal, valid and binding obligation of such Daimler Party, enforceable against such Daimler Party in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Except as may result from any facts or circumstances relating solely to the Chrysler Parties or their Subsidiaries, the execution, delivery and performance by each of the Daimler Parties of this Agreement does not and will not (i) violate, conflict with or result in the breach of any provision of the Fundamental Documents of such Daimler Party, (ii) conflict with or

violate any Law or Governmental Order applicable to such Daimler Party, (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, payment, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which such Daimler Party is a party, or (iv) result in the creation of any Liens upon the assets of such Daimler Party, except, in the case of clauses (ii), (iii) and (iv), as would not have, individually or in the aggregate, a material adverse effect on the ability of such Daimler Party to consummate any of the transactions contemplated by this Agreement or perform its obligations hereunder (a "Daimler Party Material Adverse Effect").

(d) The execution, delivery and performance of this Agreement by each of the Daimler Parties does not and will not require any consent, approval, authorization or other order of action by, filing with or notification to any Governmental Authority or third party, except where such failure to obtain such consent, approval, authorization, order or action, or to make such filing or notification, would not have, individually or in the aggregate, a Daimler Party Material Adverse Effect.

(e) There are no Actions pending or, to the Daimler Parties' knowledge, threatened in writing that would materially affect the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby.

(f) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Daimler Party.

SECTION 3. Representations and Warranties of the Chrysler Parties. Each of the Chrysler Parties hereby represents and warrants solely as to itself, severally and not jointly, as of the date hereof to each of the Daimler Parties as follows:

(a) Such Chrysler Party is an entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize the concept of good standing) under the laws of its jurisdiction of organization. Such Chrysler Party has all necessary limited liability company or corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby; provided that, with respect to each of the Chrysler Debtors, such power and authority may be subject to approval by the Bankruptcy Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

(b) The execution and delivery by such Chrysler Party of this Agreement, the performance by such Chrysler Party of its obligations hereunder and the consummation by such Chrysler Party of the transactions contemplated hereby have been duly authorized by all requisite limited liability company or corporate actions on the part of such Chrysler Party. This Agreement has been duly executed and delivered by such Chrysler Party and (assuming due authorization, execution and delivery by each of the Daimler Parties), subject to any required approval of the Bankruptcy Court with respect to each of the Chrysler Debtors in the Chrysler Chapter 11 Cases, constitutes a legal, valid and binding obligation of such Chrysler Party, enforceable against such Chrysler Party in accordance with its terms, subject, in the case of a Chrysler Party other than

Chrysler, to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Except as may result from any facts or circumstances relating solely to the Daimler Parties or their Subsidiaries, the execution, delivery and performance by such Chrysler Party of this Agreement does not and will not (i) violate, conflict with or result in the breach of any provision of the Fundamental Documents of such Chrysler Party, (ii) conflict with or violate any Law or Governmental Order applicable to such Chrysler Party, (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, payment, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which such Chrysler Party is a party, or (iv) result in the creation of any Liens upon the assets of such Chrysler Party, except, in the case of clauses (ii), (iii) and (iv), as would not have, individually or in the aggregate, a material adverse effect on the ability of such Chrysler Party to consummate any of the transactions contemplated by this Agreement or perform its obligations hereunder (a "Chrysler Party Material Adverse Effect").

(d) Other than any approval by the Bankruptcy Court that may be required with respect to each of the Chrysler Debtors in the Chrysler Chapter 11 Cases, the execution, delivery and performance of this Agreement by such Chrysler Party does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to any Governmental Authority or third party, except where (i) such failure to obtain such consent, approval, authorization, order or action, or to make such filing or notification, would not have, individually or in the aggregate, a Chrysler Party Material Adverse Effect or (ii) such consents, approvals, authorizations or orders have been obtained or such notices have been given.

(e) There are no Actions pending or, to such Chrysler Party's knowledge, threatened in writing that would materially affect the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby.

(f) Neither such Chrysler Party nor any of its Subsidiaries has assigned, conveyed or otherwise transferred any right, title or interest in or to, or arising out of or in connection with, any of the Covered Claims, the Daimler Tax Matters or the CTPD, except that the Investor has assigned, conveyed and transferred all of its rights, title or interest in or to, or arising out of or in connection with, the Covered Claims, the Daimler Tax Matters and the CTPD to Chrysler and except to the extent that the rights, title or interest in or to, or arising out of or in connection with, any Covered Claims, the Daimler Tax Matters and the CTPD became property of Chrysler's estate upon commencement of the Chrysler Chapter 11 Cases.

(g) Neither such Chrysler Party nor any of its Subsidiaries has received or used by way of set-off or credit against tax liabilities or other liabilities, any Refund in respect of a Daimler Tax Matter or the matters that are the subject of the CTPD.

(h) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Chrysler Party.

SECTION 4. Settlement; Release; Expenses. (a) The parties hereto agree that a settlement and compromise has been reached as to each and every of the Covered Claims, the Daimler Tax Matters and the Chrysler Tax Matters as provided herein, and that no payments are or will become due with respect thereto except as set forth in Section 5 hereof. Each of the Chrysler Parties further agrees that such party, on behalf of itself and its Subsidiaries, officers, directors, employees, agents, successors and assigns, irrevocably (i) releases each Daimler Party from liability for Claims with respect to each and every of the Covered Claims and, except as otherwise set forth herein, the Daimler Tax Matters and the Chrysler Tax Matters; (ii) waives the right to pursue any Covered Claim or, except as otherwise set forth herein, any Claim with respect to the Daimler Tax Matters or the Chrysler Tax Matters against any of the Daimler Parties or any of their respective Subsidiaries or Affiliates and (iii) acknowledges that all such Claims with respect to each and every of the Covered Claims and, except as otherwise set forth herein, any Claim with respect to the Daimler Tax Matters or the Chrysler Tax Matters have been fully, finally and forever settled and released. Each of the Daimler Parties further agrees that such party, on behalf of itself and its Subsidiaries, officers, directors, employees, agents, successors and assigns, irrevocably (i) releases each Chrysler Party from liability for Claims with respect to each and every of the Covered Claims and, except as otherwise set forth herein, the Daimler Tax Matters and the Chrysler Tax Matters; (ii) waives the right to pursue any Covered Claim or, except as otherwise set forth herein, any Claim with respect to the Daimler Tax Matters or the Chrysler Tax Matters against any of the Chrysler Parties or any of their respective Subsidiaries or Affiliates and (iii) acknowledges that all such Claims with respect to each and every of the Covered Claims and, except as otherwise set forth herein, any Claim with respect to the Daimler Tax Matters or the Chrysler Tax Matters have been fully, finally and forever settled and released.

(b) Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses, whether or not any of the transactions contemplated by this Agreement shall have occurred.

SECTION 5. Taxes and Refunds.

(a) Daimler Tax Liability. The DC Contributors shall be jointly and severally liable for, and shall hold each member of the Chrysler Group harmless from, the Daimler Tax Liability.

(b) Chrysler Tax Liability. The Daimler Group shall not be liable for, and the Chrysler Group shall hold Daimler, the DC Contributors and their Affiliates harmless from, the Chrysler Tax Liability.

(c) Canadian Transfer Pricing Dispute. The parties hereto have agreed to and shall comply with the terms and conditions set forth in Exhibit A regarding the conduct of and the parties' respective liabilities for and obligations in respect of the CTPD. The parties hereto agree

that, except as otherwise set forth in this Agreement, a settlement and compromise has been reached between them as to the CTPD and no payments other than as provided in this Agreement are or will become due with respect thereto. Except as provided in this Agreement, the Chrysler Parties hereby irrevocably waive the right to pursue any Claims with respect to the CTPD against any of the Daimler Parties or any of the Affiliates of any of the Daimler Parties, and all such Claims that do not arise pursuant to this Agreement have been fully, finally and forever settled and released.

(d) Refunds. (i) The parties hereto agree that Chrysler shall have the right to retain the DNAC Refund. Except as set forth in clause (ii) below or the CTPD Agreement, the Chrysler Group shall have no obligation to pay over to the DC Contributors any refunds of Excluded Taxes received by the Chrysler Group. Any Refund in respect of a Chrysler Tax Liability shall be the property of the member of the Chrysler Group that is the taxpayer in respect of such Chrysler Tax Liability. If a Daimler Party or any of their respective Affiliates receives such a Refund or any refund of taxes that is the property of a member of the Chrysler Group, it shall promptly pay over such Refund to Chrysler or such member of the Chrysler Group, as applicable.

(ii) Any right, title or interest in or to any Refund in respect of a Daimler Tax Matter is hereby assigned and conveyed to, and shall be the property of, the DC Contributors. If a member of the Chrysler Group or any of their Affiliates receives such a Refund or any refund of taxes that is the property of a Daimler Party or an Affiliate of a Daimler Party, such Refund or refund shall be received and held in trust by such member of the Chrysler Group or such Affiliate for the DC Contributors. The members of the Chrysler Group shall promptly pay over such Refund or refund to the DC Contributors.

(e) Contribution Agreement. The parties hereto shall have no rights or obligations under Article VII of the Contribution Agreement, except that Sections 7.05, 7.07(d), 7.08, 7.09(a), 7.09(e) and 7.09(g) of the Contribution Agreement shall continue to have full force and effect and shall apply to all parties hereto and their Affiliates.

SECTION 6. Cooperation and Payment

(a) Each party hereto shall reasonably cooperate, and shall cause its respective Affiliates, officers, employees, agents, auditors, tax advisors and other representatives reasonably to cooperate, with each other party hereto (and their respective Affiliates, officers, employees, agents, auditors, tax advisors and other representatives) in preparing and filing all Tax Returns, reports and analyses and in resolving all disputes, audits, contests or similar matters with respect to all matters relating to taxes (i) for taxable periods prior to or including August 3, 2007, including the Daimler Tax Matters, the Chrysler Tax Matters and the CTPD, or (ii) in respect of the Post-Closing Restructuring Transactions, the Egypt Asset Transfer, the Carve-Out Transaction of the Venezuela MB Business, the Mexico Carve-Out Transaction or the formation, operation or transfer to the Company of the NSCs. Cooperation shall include maintaining and, upon written request, making available (including availability to make and take away copies and electronic copies) as reasonable all books, records, memoranda, appraisals, studies, opinions, analyses and similar materials in the possession of the relevant party that relates to such tax matters. Any information obtained under this Section 6(a) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for Refund or in conducting an audit or other proceeding.

(b) (i) The DC Contributors shall timely pay, or cause to be paid, to the relevant member of the Chrysler Group all amounts for which the DC Contributors are liable in respect of the Daimler Tax Liabilities and, in accordance with the CTPD Agreement, the CTPD. The DC Contributors shall have the right to review any Tax Returns in respect of a Tax that might give rise to a Daimler Tax Liability or under the CTPD Agreement, and the right to control any audit or other administrative or judicial proceeding (each, a "Contest") in respect of a Daimler Tax Matter or the CTPD, and the DC Contributors may settle each such Contest without the prior consent from any Chrysler Party or their respective Affiliates. The Chrysler Parties shall, and shall cause their Affiliates to, provide any authorizations that may reasonably be required for the DC Contributors to exercise their right to control hereunder provided such authorizations are limited, to the maximum extent, to apply only to control over Daimler Tax Matters or the CTPD. The DC Contributors shall have the right to review and comment on any Tax Return (or portion thereof) that affects a Daimler Tax Matter or the DC Contributors' liability in respect of the CTPD and that is filed by a Chrysler Party or any of their respective Affiliates, and such Tax Return shall reflect a position that is reasonably acceptable to the DC Contributors with respect to such Daimler Tax Matter or the CTPD.

(ii) Each Chrysler Party other than the Company and the Investor hereby irrevocably undertakes to seek, or to use commercially reasonable efforts to cause each other relevant member or members of the Chrysler Group to seek, as applicable, an order or orders in form and substance reasonably acceptable to the DC Contributors affirming the right of the DC Contributors to access the books, records, memoranda, appraisals, studies, opinions, analyses and similar materials of any member of the Chrysler Group pursuant to Section 6(a) hereof (the "DC Right of Access") as a post-filing obligation of such Chrysler Party in any proceeding involving any of them as a debtor pursuant to a Canadian Bankruptcy or Insolvency Code (a "Canadian Insolvency Proceeding"). To the extent reasonably feasible, such order or orders shall be sought as part of the first day orders or initial order, as applicable. Each Chrysler Party (other than the Company and the Investor) hereby irrevocably further consents to an order or orders made in any Canadian Insolvency Proceeding of courts of competent jurisdiction, upon the application of the DC Contributors enforcing and giving effect to the DC Right of Access, appointing a third-party custodian of the Tax Records as an officer of the Court (the "Custodian") with all powers necessary to give effect to the DC Right of Access. For greater certainty, if a Canadian Insolvency Proceeding is governed by the *Companies' Creditors Arrangement Act* (Canada), the order sought by the DC Contributors shall seek to have the Monitor appointed as Custodian. Each Chrysler Party (other than the Company and the Investor) hereby consents to the disclosure of this Section 6(b)(ii) to the applicable court by the DC Contributors notwithstanding any confidentiality provisions contained in this Agreement.

(c) The Chrysler Parties (other than the Company and the Investor) shall timely pay to the DC Contributors all amounts for which the Chrysler Group is liable to hold the DC Contributors harmless from the Chrysler Tax Liabilities, and such obligations of such Chrysler Parties shall be guaranteed by the Company. The Chrysler Parties shall have the right to review and comment on any Tax Return (or portion thereof) of a Daimler Party in respect of a Tax that affects a Chrysler Tax Matter and such Tax Return shall reflect a position that is reasonably acceptable to the Chrysler Parties with respect to such Chrysler Tax Matter, shall have the right to control any Contest in respect of a Chrysler Tax Matter, and may settle each such Contest without the prior consent from any Daimler Party or their respective Affiliates. The Daimler Parties shall, and shall

cause their Affiliates to, provide any authorizations that may reasonably be required for the Chrysler Parties to exercise their right to control hereunder, which authorizations shall be limited, to the maximum extent, to apply only to control over Chrysler Tax Matters.

SECTION 7. Condition Precedent. This Agreement is expressly conditioned upon, shall not be effective until, and shall become effective without further action of the parties hereto upon, the Approval Order becoming a Final Order.

SECTION 8. Confidentiality. (a) The parties hereto agree, except as required by Law or stock exchange regulations, to keep confidential and not to disclose to any Person any information about the existence of this Agreement, including the Exhibits to this Agreement, its terms or conditions, including the terms and conditions set forth in Exhibits to this Agreement, or any other facts relating thereto, including information about negotiations between the parties hereto and negotiations and agreements with third parties, including Governmental Authorities, which took place in connection with this Agreement or the Exhibits to this Agreement; provided, that each party hereto may disclose such information to (i) any agents, representatives, advisors (including legal, accounting and financial advisors) and investors, and (subject to reasonable and customary confidentiality agreements) potential investors or acquirors of such party or its Affiliates or substantially all of their assets or (ii) the U.S. Treasury Department, Export Development Canada, any court with jurisdiction over the Chrysler Chapter 11 Cases and any other Governmental Authority; provided further, that each party shall inform such Persons of the confidential nature of such information and cause such Persons in the foregoing clause (i) to comply with the confidentiality obligations of this Section 8 with respect to such information as if such Person were a party hereto.

(b) Subject to the proviso in Section 8(a) and Section 6(b)(ii), in the event that any party hereto is requested pursuant to, or required by, Law to disclose any information concerning this Agreement (each such party a "Notifying Party"), prompt notice of such request or requirement shall be given to each of the other parties hereto in order to enable such parties to seek an appropriate protective order or other remedy (and if any such party seeks such an order, the Notifying Party will provide such cooperation as the other party or parties shall reasonably request), to consult with the Notifying Party with respect to taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the parties hereto waive compliance, in whole or in part, with the terms of this Agreement, the Notifying Party will disclose only that portion of the information that the Notifying Party is advised in writing by counsel is legally required to be disclosed and the Notifying Party will use its best efforts to ensure that all information so disclosed will be accorded confidential treatment.

SECTION 9. Entire Agreement. Subject to Section 10 hereof, this Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

SECTION 10. No Other Amendment. Except as expressly set forth in this Agreement, this Agreement shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the

Contribution Agreement or any of the Ancillary Agreements, the Supplemental Tax Agreement or the NSC Settlement Agreement, all of which are ratified and affirmed in all respects (except for any Ancillary Agreements that have previously been terminated) and shall continue in full force and effect.

SECTION 11. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service or by facsimile (with a copy simultaneously sent by overnight courier service) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11):

(i) if to a Daimler Party:

Daimler AG
HPC 096-F105
70546 Stuttgart
Germany
Telecopy: +49 711.174.1848
Attention: Gerd T. Becht

with a copy to:

Shearman & Sterling LLP
599 Lexington Ave.
New York, NY 10022
United States of America
Telecopy: +1 212.848.7179
Attention: Peter H. Blessing
W. Jeffrey Lawrence

(ii) if to a Chrysler Party:

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326-2766
United States of America
Telecopy: +1 248.512.1772
Attention: Holly E. Leese

and

Cerberus Capital Management L.P.
299 Park Avenue
New York, NY 10171
United States of America
Telecopy: +1 212.750.5212

Attention: Lenard B. Tessler
Brett Ingersoll
Seth Gardner

SECTION 12. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the relevant party); provided, however, that, if the Company, Chrysler, CCI or any of their Affiliates is merged, restructured or reorganized into one or more new entities or if the business assets or operations of any of them are transferred to a new entity, each such new entity shall be entitled to the rights and benefits hereof possessed by its respective predecessor entity or transferor with no requirement for such prior written consent, provided that such new entity has assumed each and all of the obligations hereunder of its predecessor entity or transferor. Any such permitted assignment shall not limit or derogate from the rights of any predecessor entity or transferor referred to above to be indemnified pursuant to this Agreement to the extent that notwithstanding such assignment such entity or transferor remains liable for the Taxes that are indemnified pursuant to this Agreement, and the successor entity or transferee shall be indemnified pursuant to this Agreement to the extent and only to the extent that such entity or transferee becomes liable for the Taxes that are indemnified pursuant to this Agreement. Provided that, for greater certainty, an assignment of this Agreement by Chrysler to a new entity or transferee pursuant to the proceedings of the Chrysler Chapter 11 Cases shall not cause any existing member of the Chrysler Group to lose or be subjected to any limitation or restriction respecting any indemnification rights which such member has pursuant to this Agreement in respect of any Daimler Tax Liability or CTPD liability to the extent that such liability is retained by such member notwithstanding such assignment. It is understood and agreed that the DC Contributors shall not be liable more than once in respect of any liability hereunder and that an assignment pursuant to this Section 12 shall not increase the liability of any Daimler Party hereunder in amount or extent.

SECTION 13. Miscellaneous. The provisions of Sections 1.03 (Interpretation and Rules of Construction), 11.04 (Severability), 11.08 (Waiver), 11.12 (Governing Law) and 11.13 (Consent to Jurisdiction) of the Contribution Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto mutatis mutandis.

SECTION 14. Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SECTION 15. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive the date hereof for a period of 12 months; provided, however, that the representations and warranties contained in Sections 2(a), 2(b), 3(a), 3(b), 3(f) and 3(g) shall survive the date hereof indefinitely.

SECTION 16. Guarantee. Daimler shall cause the DC Contributors to perform, satisfy and discharge each of the covenants, obligations and liabilities of the DC Contributors under this Agreement and irrevocably, absolutely and unconditionally guarantees the prompt performance (including payment obligations) of the DC Contributors in respect thereof.

SECTION 17. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DAIMLER AG

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

DAIMLER NORTH AMERICA FINANCE
CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

DAIMLER INVESTMENTS US CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

CG INVESTMENT GROUP, LLC

By: CG Investor, LLC, as Manager

By: _____
Name:
Title:

CHRYSLER HOLDING, LLC

By: _____
Name:
Title:

CHRYSLER LLC

By: _____
Name:
Title:

CHRYSLER CANADA INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

CHRYSLER CANADA HOLDING ULC

By: _____
Name:
Title:

3217923 NOVA SCOTIA COMPANY ULC

By: _____
Name:
Title:

ALPHA HOLDING LP

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

CHRYSLER MEXICO HOLDING, S. DE R.L. DE
C.V.

By: _____
Name:
Title:

CHRYSLER DE MEXICO S.A. DE C.V.

By: _____
Name:
Title:

CHRYSLER DE VENEZUELA LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX SETTLEMENT AGREEMENT]

EXHIBIT A
CTPD AGREEMENT

**EXHIBIT A
CTPD AGREEMENT**

1. **Definitions.** The following terms shall have the following meanings for purposes of this Exhibit A and other capitalized terms not defined herein shall have the meanings set forth in the Agreement to which this Exhibit is annexed:

"Assessment" means any assessment or reassessment in respect of Taxes in respect of the CTPD.

"CA Proceedings" means the Competent Authority Proceeding and the Competent Authority Arbitration, both in respect of the CTPD.

"CA Resolution" means a resolution of the CTPD between the Competent Authorities pursuant to CA Proceedings.

"CCI Payment" means any amount paid by CCI to a Canadian Taxing Authority (including by way of set-off of amounts otherwise payable to CCI by a Canadian Taxing Authority) to the extent such amount has been applied to reduce the amount due under an Assessment and has not been repaid or refunded (including by application to any other Tax assessment or other liability that is not an Assessment of CCI) by such Canadian Taxing Authority or funded or reimbursed by the DC Contributors pursuant to this CTPD Agreement.

"Chrysler Entity" means each of the Company, CCI, Chrysler and any United States Subsidiary of Chrysler or of any Person or Persons that are a successor of Chrysler as a result of a merger, restructuring or reorganization, or a transferee of business assets or operations of Chrysler.

"Competent Authority Arbitration" means arbitration described in paragraph 6 of Article XXVI of the Treaty in respect of the CTPD.

"Competent Authority Proceeding" means a mutual agreement procedure (including an accelerated competent authority procedure) within the meaning of paragraphs 2 and 3 of Article XXVI of the Treaty between the Competent Authorities in respect of the CTPD.

"Conduct" means, in respect of a Person, such Person's actions and failures to act.

"CTPD Resolution" means (i) a CA Resolution with which the DC Contributors agree or (ii) if (i) does not apply, a final, binding and nonappealable determination of the CTPD pursuant to an administrative, judicial or similar proceeding by, or a settlement with, the appropriate Canadian Taxing Authority or, if applicable, a court of competent jurisdiction.

"Daimler Refund" means (1) any Refund of any Taxes paid to or any deposit made with a Canadian Taxing Authority and (2) any return of collateral provided to a Canadian Taxing Authority, provided that, in either case, such Tax had been paid, deposit

had been made or collateral had been provided by the DC Contributors under this CTPD Agreement and after its execution, which payment or deposit may have been made, and such collateral may have been provided, directly or indirectly through a Chrysler Entity or otherwise.

"Part XIII Tax" means the amount of any Tax under Part XIII of the *Income Tax Act* (Canada) imposed by the CRA in respect of the transfer pricing adjustments determined pursuant to a CTPD Resolution.

2. Indemnity Payments

2.1 If there is a CA Resolution and the DC Contributors agree to such CA Resolution, the DC Contributors shall

(a) immediately pay or cause to be paid in respect of the CTPD directly to CCI, or indirectly subject to the Part XIII Tax mitigation described in clause 5.1 below, an amount equal to the CCI Payments; and

(b) pay or cause to be paid in respect of the CTPD to CCI, subject to the Part XIII Tax mitigation described in clause 5.1 below, or, if the DC Contributors so choose, directly to the relevant Canadian Taxing Authorities an amount equal to all additional Taxes (including Part XIII Taxes) that are or become payable to such Canadian Taxing Authorities as a result of such CA Resolution.

2.2 If the CA Proceedings are terminated and the Conduct of the DC Contributors (other than Conduct attributable to Conduct of a Chrysler Entity or any of its Affiliates that is not pursuant to instructions of the DC Contributors) or the Conduct of a Chrysler Entity or any of its Affiliates acting pursuant to instructions of the DC Contributors (including a rejection of the CA Resolution or behavior of the nature listed in Revenue Procedure 2006-54 (2006-49 Internal Revenue Bulletin 1035) or Information Circular 71-17R5 that results in denial of Competent Authority assistance, but excluding Conduct consisting of arguments or submissions that the DC Contributors directly or indirectly cause to be presented in connection with the CA Proceedings) is the principal cause of such termination, the DC Contributors shall:

(a) immediately pay or cause to be paid in respect of the CTPD directly to CCI, or indirectly subject to Part XIII Tax mitigation described in clause 5.1 below, an amount equal to the CCI Payments;

(b) pay or provide, or cause to be paid or provided, any and all amounts, deposits or collateral to the relevant Canadian Taxing Authorities as may be required by such authority in respect of the CTPD at such time under the facts and law then applicable, which amounts, deposits or collateral shall be paid or posted in amounts sufficient to cause the immediate refund (without setoff for any liability for Taxes in respect of the CTPD) of any Tax due to CCI from and the immediate return to CCI of other collateral provided by it to any Canadian Taxing

Authority in respect of Assessments of CCI and to forestall any further collection actions against CCI in respect of such Assessments; and

(c) pay or cause to be paid to CCI, subject to the Part XIII Tax mitigation described in clause 5.1 below, or, if the DC Contributors so choose, directly to the relevant Canadian Taxing Authorities an amount equal to all additional Taxes (including Part XIII Taxes) that are or become payable to such Canadian Taxing Authorities in respect of the CTPD.

(d) For greater certainty, if applicable, this clause 2.2 shall apply *mutatis mutandis* to all Canadian provincial Taxes assessed prior to, or following, the termination of the CA Proceedings and any deposits, collateral or refunds in respect thereof, where such Canadian provincial Taxes are based on a federal Assessment of transfer pricing transactions that were the subject of the terminated CA Proceedings.

2.3 In any other case, upon termination of the CA Proceedings or upon a CTPD Resolution, the DC Contributors shall pay or cause to be paid to CCI, subject to the Part XIII Tax mitigation described below, or, if the DC Contributors so choose, directly to the Canadian Taxing Authorities in respect of the CTPD an amount equal to all Taxes (including all Part XIII Taxes) that are or become payable to any Canadian Taxing Authorities in respect of, and only upon, a CTPD Resolution, and shall repay to CCI the CCI Payments. Prior to such CTPD Resolution, all obligations to pay any Taxes and to provide any and all deposits and/or collateral in respect of the CTPD (other than in respect of portions of the CTPD which are covered by clauses 2.1 and 2.2 hereof) to the relevant Canadian Taxing Authority shall be the obligation solely of CCI.

2.4 Any provision hereof, including without limitation clauses 2.1 through 2.3 and 5.1, that refers to an action involving the CTPD, the CA Proceedings, the CCI Payments, the Assessments or any other relevant item of the CTPD shall also apply if the action involves a portion thereof, but in such case only with respect to such portion of such item and the related portion of any other such item.

2.5 The parties intend that the amount payable by the DC Contributors hereunder in the case of a bankruptcy or insolvency of a Chrysler Entity shall be no different under this CTPD Agreement than it would have been under the Contribution Agreement (without regard to Section 5(e) of the Agreement).

3. **Refunds**

3.1 Any Refunds of CCI Payments and any return by a Canadian Taxing Authority of collateral provided by CCI in respect of any portion of the CTPD shall be the property of CCI, and CCI shall be entitled to retain any such Refunds and returned collateral.

3.2 Any right, title or interest in or to any Daimler Refund is hereby assigned and conveyed to, and shall be the property of, the DC Contributors, and if received by

a Chrysler Entity or any of its Affiliates (including by way of set off or credit against any of their obligations) shall be received and held in trust by such Chrysler Entity for the DC Contributors. The Chrysler Entities shall promptly pay or deliver, as applicable, any Daimler Refund to the DC Contributors.

- 3.3 If a Daimler Refund is paid by a Canadian Taxing Authority to CCI when (i) CCI Payments that are required to be refunded to CCI or repaid by the DC Contributors to CCI as required pursuant to clause 2.2(a) have not been so refunded or repaid ("Overdue CCI Payments") and (ii) Taxes have been paid or deposits have been made by the DC Contributors in respect of the CTPD, the DC Contributors hereby direct that such Daimler Refund shall first be treated as a Refund of such Overdue CCI Payments in accordance with clause 2.2(a) and paid, or caused to be paid, in respect of the CTPD to CCI; clause 3.2 shall apply to any remaining portion of such Daimler Refund.
- 3.4 Any right, title or interest in or to any correlative United States federal, State and local tax benefits (including any right, title or benefit to any correlative Refund from the IRS or any State or local Taxing Authority in the United States) resulting from a CTPD Resolution is hereby assigned and conveyed to, and shall be the property of, the DC Contributors, and if received by a Chrysler Entity or any of its Affiliates (including by way of set off or credit against any of their obligations) shall be received and held in trust by such Chrysler Entity for the DC Contributors. The Chrysler Entities shall promptly pay over to the DC Contributors any proceeds thereof to the extent received by any Chrysler Entity or any of their Affiliates.
- 3.5 The person entitled to a Refund or return of collateral pursuant to this clause 3 shall also be entitled to receive any interest accrued in respect of the refunded amount or returned collateral to the extent such interest is received (including by way of set off or credit against any obligation of the recipient of the refund or returned collateral) from the applicable Taxing Authority.

The entitlement by DC Contributors to interest pursuant to this clause 3.5 is net of Tax, if any, thereon imposed by a Canadian Taxing Authority, including Tax that would otherwise have been paid on such interest to a Canadian Taxing Authority by CCI if it did not have available tax attributes that applied to reduce or eliminate such tax, provided that if CCI is assessed Tax in respect of such interest subsequent to its remittance by CCI to such DC Contributors, such DC Contributors shall forthwith, jointly and severally, indemnify and reimburse CCI for such Tax, if any, payable thereon to a Canadian Taxing Authority such that CCI will be in the same position after such indemnification and reimbursement, after-tax, as if it had paid such Tax to the Canadian Taxing Authority on a timely basis. In the event of the imposition of such Tax, CCI agrees to cooperate with any DC Contributor having an interest in the matter, to reasonably object to, appeal and otherwise dispute, the imposition of such Tax provided that such DC Contributor shall be fully responsible to CCI for reasonable costs, fees and disbursements incurred by it related to such dispute.

4. **Control.** The DC Contributors shall control the CTPD, including in relation to CA Proceedings, in Canada and the United States and may settle the CTPD without the prior consent of the Chrysler Parties or their respective Affiliates. The Chrysler Entities shall have the right to attend (but not control) the CA Proceedings and all other Tax proceedings relating to the CTPD involving Canadian Taxing Authorities or any U.S. Taxing Authorities, including the right to attend in-person, telephonic or other meetings that involve any material substantive presentations or discussions with the Competent Authorities or any relevant Canadian or U.S. Taxing Authorities and to review and receive copies of submissions made to and correspondence to and from the Competent Authorities and any relevant Canadian or U.S. Taxing Authorities.

Without in any way derogating from the obligations of the Chrysler Group under the Agreement, including this CTPD Agreement, CCI hereby irrevocably constitutes and appoints the DC Contributors, in the name of and on behalf of CCI, with full power of substitution in the premises, to execute all documents and take any other action they consider necessary or advisable in connection with the CTPD to the extent such actions are consistent with the terms of this CTPD Agreement. This appointment is coupled with an interest.

5. **Part XIII Tax Cooperation**

5.1 With respect to any payment required to be made or caused to be made by a DC Contributor to CCI in respect of the CTPD, the Chrysler Entities shall cooperate with the DC Contributors in any reasonable manner to mitigate Part XIII Tax payable in respect of the CTPD by

- (a) (i) the appropriate U.S. party (a Chrysler Entity or an Affiliate of Daimler), as determined by the DC Contributors in consultation with the relevant Taxing Authority, paying or being caused to pay (solely out of funds provided by the DC Contributors) an amount equal to the amount payable by the DC Contributors in respect of the CTPD pursuant to clause 2 hereof, except for any amount payable in respect of Part XIII Tax, to CCI on account of the transfer pricing adjustment made pursuant to the related CTPD Resolution; and
- (ii) CCI retaining an amount equal to the CCI Payments from the amount described in subclause (i) and promptly paying the balance of such amount to the relevant Canadian Taxing Authorities on account of such Taxes of CCI so payable by the DC Contributors pursuant to clause 2, other than Part XIII Taxes; or
- (b) taking such other actions as may be reasonably requested by the DC Contributors to mitigate such Part XIII Tax;

provided, however, that the Chrysler Entities shall be required to cooperate only to the extent that, unless such Chrysler Entities are compensated by the DC

Contributors as payments become due, no material out-of-pocket cost or material adverse Tax consequences to any Chrysler Party result from such efforts.

The parties hereto acknowledge that actions required to mitigate Part XIII Tax may include irrevocable and unconditional directions by Chrysler and CCI for payments to be made on their respective behalves directly to the relevant Canadian Taxing Authorities by the DC Contributors and entries of amounts so paid in their respective books.

- 5.2 Any Chrysler Entity that becomes a party to a transaction that could reasonably be expected to affect the ability to mitigate Part XIII Tax in accordance with clause 5.1 shall cause to be included in the relevant transaction agreement an undertaking by the parties to such agreement to take the mitigation steps set forth in clause 5.1 mutatis mutandis.
- 5.3 If a Chrysler Entity is legally able to, but fails to, cooperate with the DC Contributors to the extent required to do so pursuant to clause 5.1 and as a result the Part XIII Tax liability is not mitigated, the DC Contributors shall be relieved of their payment obligation in respect of Part XIII Tax hereunder to the extent that such Part XIII Tax would have been reasonably expected to have been mitigated as described in clause 5.1 above absent such failure to cooperate.

6. **Additional Payment Provisions**

- 6.1 If Assessments in respect of Part XIII Tax have been issued but will be replaced as a result of the Part XIII Tax mitigation described in clause 5.1, then, in accordance with normal practice, the DC Contributors shall be required to make a payment in respect of Part XIII Tax hereunder only upon issuance of the appropriate replacement Assessments for Part XIII Tax in respect of the corresponding CTPD Resolution. The DC Contributors shall be liable for any additional cost that may result from such a delay in payment of Part XIII Tax. Notwithstanding the foregoing, the DC Contributors shall not be entitled to such a delay in payment if as a result thereof a Chrysler Entity becomes subject to any material collection action in respect of the CTPD by any Canadian Taxing Authority.
- 6.2 Notwithstanding anything to the contrary herein:
- (a) if a payment otherwise would be required to be made by the DC Contributors under this CTPD Agreement in order to effect payment to the Canadian Taxing Authorities, and
- (b) if either Chrysler or CCI is under the supervision of a court pursuant to a Bankruptcy or Insolvency Code,

then, in order to avoid the risk that the DC Contributors might otherwise be obligated to make duplicate indemnity payments under the CTPD Agreement or the Agreement, the DC Contributors may, in lieu of making the payments

otherwise required under this CTPD Agreement make such payments or cause such payments to be made, subject to the Part XIII Tax mitigation described in clause 5.1 above, into an account for the benefit of CCI in respect of the CTPD or, if the DC Contributors so choose, subject to the Part XIII Tax mitigation described in clause 5.1 above, into an account for the benefit of Chrysler in respect of the CTPD. Such account shall be under the control of the court supervising the proceedings in respect of CCI or Chrysler, respectively, under the relevant Bankruptcy or Insolvency Code. Any payment made by the DC Contributors pursuant to this clause 6.2 shall be treated as, and the DC Contributors shall be credited with making, a payment toward the DC Contributors' payment obligations in respect of the CTPD pursuant to clause 2 of this CTPD Agreement.