

**EXHIBIT C**

**[Auburn Hills Agreement]**

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is dated as of April 30, 2009 ("Agreement"), by and between Chrysler Holding LLC, a Delaware limited liability company ("Chrysler Holding"), and Chrysler LLC, a Delaware limited liability company ("Chrysler").

In consideration of the mutual covenants, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chrysler Holding and Chrysler hereby agree as follows:

### 1. Contribution

Upon the terms and conditions set forth in this Agreement, including, without limitation, the satisfaction of the Conditions set forth in Section 9 hereof, on the Effective Date (as hereinafter defined), Chrysler Holding shall contribute, assign, transfer, convey and deliver all of Chrysler Holding's right, title and interest in and to the equity interests of Auburn Hills Mezzanine LLC, a Delaware limited liability company (the "Contributed Entity") to Chrysler, and Chrysler shall accept and assume the equity interests and all existing assets and liabilities of the Contributed Entity.

### 2. Transfer Price

The transfer price (the "Transfer Price") to be paid by Chrysler to Chrysler Holding for the Contributed Entity shall be an amount equal to the outstanding principal amount of the \$225,000,000 loan made to Auburn Hills Owner LLC pursuant to the Loan Agreement (as hereinafter defined), plus accrued and unpaid interest (including any default interest) thereon, as of the Effective Date. The Transfer Price shall be paid in full by the assumption by Chrysler hereunder of the assumed liabilities of the Contributed Entity.

### 3. Severability; Enforcement

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

### 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (SUBJECT TO ANY

MANDATORY PROVISIONS OF THE DELAWARE LIMITED LIABILITY COMPANY ACT), EXCLUDING (TO THE EXTENT PERMISSIBLE BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

5. Assignment

Neither this Agreement nor any of the rights granted herein, nor any of the other interests and obligations created hereunder, shall be assigned or delegated by either of the parties hereto without prior written consent of the other. Any such assignment or delegation without such prior written consent shall be void and of no effect.

6. Entire Agreement

This Agreement and the Master Transaction Agreement (as hereinafter defined) constitutes the entire understanding of the parties hereto with respect to the subject matter contained herein, and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, regarding such subject matter.

7. Amendments

This Agreement may be amended only by a written instrument executed by the parties hereto or their respective successors or permitted assigns.

8. Counterparts

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

9. Conditions

This Agreement is conditioned upon and subject to the satisfaction of, and shall be effective on the date (the "Effective Date") upon which all of the following conditions are satisfied (collectively, the "Conditions"):

(i) The closing of the transactions contemplated by the Master Transaction Agreement, dated as of the date hereof, between Fiat S.p.A, New CarCo Acquisition LLC, Chrysler and the other Sellers identified therein (the "Master Transaction Agreement"), shall have occurred in accordance with the terms thereof; and

(ii) Citigroup Global Markets Realty Corp ("Citigroup") shall have granted its written consent to the transfer of the Contributed Entity (the "Consent") in accordance with the terms of that certain Loan Agreement, dated as of August 3, 2007, between Auburn Hills Owner LLC and Citigroup (the "Loan Agreement"). Promptly after the execution and delivery of this Agreement, Chrysler shall request that Citigroup grant the Consent in accordance with the terms of the Loan Agreement.



Each party may terminate and cancel this Agreement, by written notice given to the other, at any time after the earlier to occur of (a) the date, if any, on which the Master Transaction Agreement is terminated, and (b) July 1, 2009 (provided, in the case of this clause (b), such termination notice is given prior to the satisfaction of the Conditions). Any termination of this Agreement pursuant to this Section 9 shall be effective on the date such termination notice is given, and thereupon neither Chrysler Holding nor Chrysler shall have any rights or any liability to the other under this Agreement.

[No Further Text on this Page; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**CHRYSLER HOLDING LLC**

By:   
Name: Seth Plattus  
Title: Chief Executive Officer

**CHRYSLER LLC**

By:   
Name:  
Title: