

**EXHIBIT D**

**[CGI Indemnity Assignment Agreement]**

FORM OF CGI INDEMNITY ASSIGNMENT AGREEMENT

**AMENDED AND RESTATED ENVIRONMENTAL AND TAX INDEMNITY  
ASSIGNMENT AGREEMENT**

This AMENDED AND RESTATED ENVIRONMENTAL AND TAX INDEMNITY ASSIGNMENT AGREEMENT (this "Agreement"), dated April 30, 2009, is made and entered into by and between CG Investment Group, LLC, a Delaware limited liability company, having an address at 299 Park Avenue, New York, NY ("Assignor"), and Chrysler LLC, a Delaware limited liability company, having an address at 1000 Chrysler Drive, Auburn Hills, Michigan 48326 ("Assignee").

WHEREAS, Assignor is a direct beneficiary of and holds certain indemnification rights and benefits in respect of certain tax and environmental matters (the "Indemnity Rights") under the Contribution Agreement among Assignor, Daimler North America Finance Corporation, formerly known as DaimlerChrysler North America Finance Corporation ("DNAF"), Daimler Investments US Corporation, formerly known as DaimlerChrysler Holding Corporation ("DIUS", and together with DNAF, the "DC Contributors"), and, with respect to Section 5.03 (Confidentiality) and Section 11.10 (Guarantee), Daimler AG, formerly known as DaimlerChrysler AG ("Daimler"), dated as of May 14, 2007 (as amended, the "Contribution Agreement");

WHEREAS, Assignor desires to assign, transfer and convey to Assignee the Indemnity Rights; and

WHEREAS, Assignor and Assignee desire that (i) Assignee hold and use all such Indemnity Rights for the direct benefit of Assignee and (ii) Assignee be permitted to, among other things, waive the Indemnity Rights relating to taxes in order to induce Daimler and its Affiliates to enter into a new tax indemnification agreement for Assignee's own direct benefit and for the benefit of certain of Assignee's wholly owned subsidiaries.

NOW, THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. *Capitalized Terms.* Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Contribution Agreement.

2. *Assignment*

As of the date hereof, Assignor hereby assigns, transfers and conveys to the Assignee all of Assignor's rights to be indemnified and held harmless against Excluded Taxes and Environmental Matters pursuant to Article VII and Article IX of the Contribution Agreement. In furtherance of and in addition to the foregoing assignment, Assignor also hereby assigns any rights that it has had, currently has or may have in the future to bring claims for indemnification for Excluded Taxes and Environmental Matters against the DC Contributors, 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. Assignee hereby accepts each of the foregoing assignments.

3. *Representations and Warranties*

Each party hereto represents and warrants that (i) the execution and delivery of this Agreement by such party and the consummation by such party of the transactions contemplated hereby have been duly authorized, (ii) this Agreement has been duly executed and delivered by such party and (iii) this Agreement is a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors rights generally and general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

4. *Future Cooperation*

Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, amendments, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Agreement. Assignor, on behalf of itself and its Affiliates, hereby further agrees that it will not (i) impair or circumvent, support any other Person in impairing or circumventing, or seek to impair or circumvent, any provision of this Agreement, or (ii) contest or support any other Person in contesting, in any proceeding of any kind, the validity or enforceability of any provision of this Agreement.

5. *Transfer Acknowledgment.*

Assignor acknowledges and agrees that Assignee's rights hereunder and under the Contribution Agreement shall be further assigned to New CarCo Acquisition LLC in connection with transactions contemplated by the Master Transaction Agreement, dated April 30, 2009, among Assignee, New CarCo Acquisition LLC, Fiat S.p.A. and the other sellers identified therein. Assignee acknowledges that certain of Assignor's rights under Article VII and Article IX of the Contribution Agreement have expired or been compromised or extinguished. Assignee further acknowledges that Assignor may further compromise and extinguish its remaining rights under Article VII and Article IX of the Contribution Agreement in connection with the contemplated Settlement Agreement among DC Contributors, Daimler and Assignor. Nothing in this Agreement shall be construed to convey to Assignee greater rights than Assignor presently has under the Contribution Agreement, and Assignor shall not be prohibited by reason of this Agreement from entering into the contemplated Settlement Agreement.

6. *Binding Effect; Execution in Counterparts*

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts.

6. *Governing Law*

This Agreement shall be governed by and construed in accordance with, the laws of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have signed or have caused their respective authorized representatives to sign this Agreement as of the date first written above.

ASSIGNOR: CG INVESTMENT GROUP, LLC

By: CG Investor, LLC,  
its Managing Member

By: CG Manager, LLC,  
its Managing Member

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

ASSIGNEE: CHRYSLER LLC

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