

Letter Agreement

April 30, 2009

Canada Development Investment Corporation ("CDIC")
1235 Bay Street, Suite 400
Toronto, ON M5R 3K4
Attention: Mr. Michael Carter

Re: VEBA Recapture Agreement/ Shareholders Agreement

Ladies and Gentlemen:

Reference is made to the Master Transaction Agreement, dated as of the date hereof, among Chrysler LLC, New Carco Acquisition LLC and Fiat S.p.A (the "MTA"). Reference is also made to the (i) VEBA Recapture Agreement to be entered into between the US Department of the Treasury (the "UST") and the Voluntary Employee Benefit Association ("VEBA") (the "VEBA Recapture Agreement"), a form of which is attached hereto as Schedule A and incorporated herein by reference, pursuant to which VEBA will issue a contingent value right to the UST, and (ii) Shareholders Agreement to be entered into by and among [Fiat Newco], the UST, UAW Retiree Medical Benefits Trust and the CDIC, a form of which is attached hereto as Schedule B and is incorporated by reference (the "Shareholders Agreement"). The VEBA Recapture Agreement and the Shareholders Agreement will be entered into concurrently with the transactions under the MTA. Unless otherwise specified capitalized terms not otherwise defined herein have the meanings assigned thereto in the VEBA Recapture Agreement.

The UST hereby agrees that upon receipt of any VEBA Recapture Proceeds it will promptly remit by wire transfer of immediately available funds to such bank account(s) as Canada Development Investment Corporation ("CDIC") shall specify, which may include one or several bank account(s) of a wholly owned subsidiary of CDIC, in an amount equal to 20% of the aggregate of any such VEBA Recapture Proceeds, or deliver to CDIC a 20% proportionate share of any VEBA Shares constituting VEBA Recapture Proceeds, or otherwise received on an Interim Settlement Date or as a result of the exercise of UST's Repurchase Right.

CDIC shall be considered a third party beneficiary of the VEBA Recapture Agreement and receive copies of any and all notices provided pursuant to the VEBA Recapture Agreement (to the address provided above) with a copy to the Department of Finance Canada (at the address set forth on Schedule C). CDIC shall be entitled to assign, upon written notice to UST, its right, title and interest in and to this letter agreement to a wholly-owned subsidiary of CDIC. This letter agreement shall be binding on each parties permitted assigns.

If requested by either party hereto, the parties agree to fully cooperate and use their reasonable best efforts to negotiate the terms of and enter into any agreements, including, but not limited to separate equity recapture agreements, as may be reasonably necessary to consummate and give effect to the understandings set forth in this letter agreement. The parties acknowledge and agree

that their intent is for CDIC to share in UST's right, title and interest in the VEBA Recapture Agreement (as may be amended) on a 80/20 % proportionate basis, UST, CDIC, respectively.

Demand Registration Rights. The UST hereby agrees that upon the written request of CDIC (or its designee) to participate in the Demand Registration (as defined in the Shareholders Agreement) set forth in, and in accordance with the terms of, the Shareholders Agreement, then the UST shall not unreasonably withhold, condition or delay its joint participation in such Demand Registration with CDIC. The CDIC hereby agrees that upon the written request of the UST (or its designee) to participate in the Demand Registration (as defined in the Shareholders Agreement) set forth in, and in accordance with the terms of, the Shareholders Agreement, then the CDIC shall not unreasonably withhold, condition or delay its joint participation in such Demand Registration (as defined in the Shareholders Agreement) with the UST. CDIC and the UST shall fully cooperate with each other and each party shall use their reasonable best efforts to take such actions as may be necessary, desirable or appropriate under the Shareholders Agreement related to the rights of a Demand Registration.

This letter agreement shall be governed by the laws of the State of New York, its conflict of laws rules notwithstanding.

This letter agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of this shall constitute one agreement.

[Remainder of this page intentionally left blank]

Please evidence your agreement with the foregoing by executing this letter agreement in the space indicated below.

Very truly yours,

**THE UNITED STATES DEPARTMENT OF THE
TREASURY**

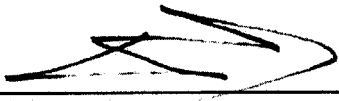
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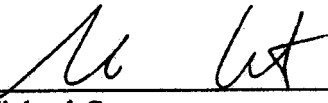
Name: NEEL KASHKARI

Title: Interim Assistant Secretary of the Treasury for
Financial Stability

AGREED AND ACCEPTED:

**CANADA DEVELOPMENT INVESTMENT
CORPORATION**

By: 
Name: N. William C. Ross
Title: Chairman

By: 
Name: Michael Carter
Title: Executive Vice President

Schedule C

Denis (FIN) Gauthier
Assistant Deputy Minister
EDCF - Assistant Deputy Minister's Office
Economic Development and Corporate Finance
Department of Finance Canada
Ottawa, Canada K1A 0G5
Fax: 613 992-0387

with a copy to:

Patrice S. Walch-Watson, Esq.
Torys LLP
79 Wellington Street West
Suite 3000
Toronto, ON M5K 1N2
fax: 416-865-8234