

**EXHIBIT M**

**[Canada Loan Documents]**

[NEW CHRYSLER HOLDINGS]

FIRST LIEN WORKING CAPITAL CREDIT FACILITY

Summary of Terms and Conditions

April 29, 2009

Reference is made to the (a) Project Capitol Amended and Restated Summary of Proposed Terms dated as of March 29, 2009 among Fiat S.p.A. ("Fiat"), Chrysler Holding LLC ("Chrysler Holding"), Chrysler LLC ("Chrysler"), Cerberus Capital Management, L.P. and Chrysler Financial Services Americas LLC (the "Project Capitol Term Sheet"); (b) that certain Loan Agreement, dated as of March 30, 2009 (as amended and in effect, the "Canadian Loan Agreement"), by and among Chrysler Canada Inc. ("CCI"), as borrower, Export Development Canada ("EDC"), as lender, and the other loan parties signatory thereto, (c) that certain commitment term sheet, dated as of April 29, 2009, and attached as Exhibit A hereto (the "UST Commitment"), that sets forth a commitment of the United States Department of Treasury to provide approximately U.S. \$5.7 billion of loans to New CarCo Acquisition LLC in connection with the transactions set forth in the Project Capital Term Sheet (such credit facility, the "U.S. Acquisition Facility"), and (d) the Master Transaction Agreement (as defined in the UST Commitment). The existing loans outstanding under the Canadian Loan Agreement immediately prior to the additional financing provided hereunder is the "Existing Canadian Loans" and such facility is the "Existing Canadian Facility". Capitalized terms used and not otherwise defined herein, have the meanings given to such terms in the Canadian Loan Agreement and, if not defined therein, in the Project Capitol Term Sheet. This Summary of Terms and Conditions (this "Term Sheet") sets forth the terms and conditions upon which the EDC will provide the financing described herein. It constitutes a legally binding commitment by EDC to provide to the Borrower for the benefit of Fiat and Chrysler the financing described herein on the terms and conditions set forth herein; provided that, the EDC's obligation to provide the financing described herein is subject to the satisfaction of each of the conditions described in the heading "Initial Conditions" described below. This Term Sheet sets forth all of the material terms and conditions relating to the Credit Facilities (defined below). Except as otherwise required by law or unless EDC consents, this Term Sheet and its contents may not be disclosed to any other entity or third party other than (i) to Fiat and its directors, officers, employees and agents, including legal counsel, financial advisors, accountants and other advisors, and (ii) in connection with the filing of the bankruptcy cases contemplated by the "Proposed Transaction" as defined in the Project Capital Term Sheet.

For the avoidance of doubt, unless otherwise stated, all amounts set forth herein are in Canadian dollars.

- I. The Form of Transaction      The additional financing provided hereunder shall be in the form of an amendment and restatement of the Canadian Loan Agreement. The terms of the amended and restated Canadian Loan Agreement and related operative documents shall be in accordance with the terms hereof and, for matters

not addressed or inconsistent with the terms hereof, as agreed between the parties reasonably and in good faith.

## II. Parties

Borrower: CCI.

Guarantors: The obligations of the Borrower shall be unconditionally guaranteed on a joint and several basis by each of the following (collectively, the “Guarantors”): (i) each of the “Guarantors” (as defined in the Canadian Loan Agreement) (but, notwithstanding the foregoing, excluding such Guarantors who are both (y) not subsidiaries of CCI and (z) subject to chapter 11 cases commenced under title 11 of the United States Code on or before May 4, 2009), and (ii) New CarCo Acquisition LLC or the successor ultimate holding company of the business currently conducted by Chrysler LLC as part of the Section 363 Sale (as defined herein). Collectively, the Borrower, the Pledgors (as defined in the existing Canadian Loan Agreement) and the Guarantors, the “Credit Parties”.

Lender: EDC (in such capacity, the “Lender”).

## III. Credit Facilities

Types and Amounts of Facilities: New term loan facilities (the “New Canadian Facility”) in an aggregate amount of CND\$1,112,500,000.00 (the new loans thereunder, the “New Loans”) as follows:

Tranche X-1 Credit Facility: a thirty-month term loan facility in an aggregate principal amount equal to CDN\$500,000,000.00 (the loans thereunder, the “Tranche X-1 Loans”).

Tranche X-2 Credit Facility: An eight-year delayed draw term loan credit facility in an aggregate principal amount equal to CDN\$612,500,000.00 (the “Tranche X-2 Commitment” and the loans made pursuant to the Tranche X-2 Commitment, the “Tranche X-2 Loans”). Collectively, the Tranche X-1 Loans, the Tranche X-2 Commitments and the Tranche X-2 Loans are referred to herein as the “New Loans”.

Collectively, the New Loans and the Existing Canadian Loans are referred to herein as the “Loans”. Collectively, the New Canadian Facility and the Existing Canadian

Facility are referred to herein as the “Credit Facilities”.

Availability:

Tranche X-1 Credit Facility: The Tranche X-1 Loans will be available in a single drawing on the Restatement Date.

Tranche X-2 Credit Facility. The Tranche X-2 Loans will be available in a multiple drawing (in a minimum principal amount of at least CND\$100,000,000.00) during the period from and after the Restatement Date to the date that is thirty-month anniversary of the Restatement Date.

The parties acknowledge and agree that the Existing Canadian Loans are expected to be fully advanced prior to the Restatement Date.

Maturity Dates:

The Tranche X-1 Loans shall be repaid on the thirty-month anniversary of the Restatement Date (the “Tranche X-1 Maturity Date”).

The Tranche X-2 Loans and the Existing Loans shall be repaid on the eighth anniversary of the Restatement Date (the “New Maturity Date”); provided that on the date that is the seventh anniversary of the Restatement Date for the New Credit Facility, the sum of the Loans shall be mandatorily prepaid (including an associated reduction in the Tranche X-2 Commitment) by an amount equal to (i) 50% of the aggregate of the Loans (including, without limitation, any Tranche X-2 Commitment) as of the Restatement Date minus (ii) the aggregate principal amount of optional or mandatory principal repayments of Loans made after the Restatement Date but prior to such date.

Purpose:

The proceeds of the New Loans shall be used for working capital needs of the Borrower, the other Canadian Credit Parties and, to the extent provided for herein, New CarCo Acquisition LLC and other direct and indirect subsidiaries of New CarCo Acquisition LLC and to finance the payment of certain fees and expenses related to the Credit Facilities. Collectively, the New CarCo Acquisition LLC and its subsidiaries are referred to as the Chrysler Group.

#### IV. Certain Payment Provisions

Interest Rates:

As set forth on Annex I for all Loans.

Optional Prepayments and

## Commitment Reductions:

Loans may be prepaid by the Borrower, without premium or penalty on five business day's notice, in minimum amounts of CND\$20,000,000 and incremental multiples of CND\$20,000,000 thereof. All optional prepayments shall be applied to the Loans in accordance with the application of payment provisions set forth in "Mandatory Prepayments" below. The Borrower will bear any customary break-funding costs related to the prepayment of a Loan prior to the last day of the "Interest Period" (as defined in Annex I) therefor. Optional prepayments of the Loans may not be re-borrowed.

## Mandatory Prepayments:

Unless otherwise agreed by the Lender, the Borrower shall make the following mandatory prepayments (subject to certain basket amounts to be negotiated in the Credit Documentation):

- (a) Indebtedness: Prepayments in an amount equal to (i) 80% of the net cash proceeds received from the incurrence of indebtedness under any new first priority secured debt of the Borrower and its subsidiaries permitted under the Canadian Loan Agreement, and (ii) 100% of the proceeds of any unsecured indebtedness of the Borrower or any of its subsidiaries (subject to the concurrent pro rata application to the prepayment of the loans issued in connection with the U.S. Acquisition Facility);
- (b) Dispositions. Prepayments (subject to certain basket amounts to be negotiated in the Credit Documentation) in an amount equal to 100% of the net cash proceeds of any sale or other disposition of (including as a result of casualty or condemnation) (each a "Disposition") by the Borrower or any of its subsidiaries of any assets, except for (i) the sale of inventory in the ordinary course of business, (ii) proceeds that are subject to a permitted prior lien or that are required to be paid to the holder of a permitted prior lien, and (iii) certain other types of sales contemplated in the "business plan" (as previously delivered by Borrower to Lender within the week prior to the date hereof) and certain other customary exceptions to be agreed on in the Credit Documentation; provided, however, that notwithstanding the foregoing no such prepayment shall be required to be made to the extent any such net cash proceeds of any such Disposition are

reinvested (or a binding commitment to so reinvest has been entered into) by the Borrower or any of its subsidiaries in their businesses within 360 days of the receipt thereof.

- (c) To the extent that any optional prepayment is made on account of the loans provided for under the U.S. Acquisition Facility, the Borrower is required to make a mandatory prepayment of a proportionate amount of the outstanding Loans.
- (d) In addition, to the extent that any prepayment is made on account of the loans provided for under the U.S. Acquisition Facility due to obtaining any New First Loan Term Loan Facility (as defined in the UST Commitment), Borrower shall be required to make a mandatory prepayment in the amount of 20% of the mandatory prepayment paid on account of the loans provided under the U.S. Acquisition Facility, provided, however, that such amount prepaid to Lender shall not exceed \$200 million; provided further that optional prepayments on Loans also satisfies this \$200 million cap set forth in this subsection (d).

All net cash proceeds from any of the events described above shall be determined net of reserves for tax distributions and applied as follows: (w) first, to pay the amounts required to be paid under Section 2.06(a)(i) of the existing Canadian Loan Agreement, (x) second, to pay accrued and unpaid interest on, and expenses in respect of, the obligations under the Credit Facilities, to the extent then due and payable; and (y) third, to prepay the principal amount or other obligations outstanding in respect of the Credit Facilities. Each such prepayment of the Loans may not be reborrowed. Each such prepayment of the Loans shall be applied in the direct order of maturity first, to the Tranche X-1 Loans, and second, to the installments of Tranche X-2 Loans and the Existing Loans. Each such prepayment of the Loans may not be reborrowed.

- V. Additional Consideration: On the Restatement Date, the Lender shall receive a promissory note (the "Additional Note") in the amount of 6.67% of the New Loans as of the Restatement Date, which shall be payable on the Maturity Date and which shall bear interest at the "Interest Rate" (as defined in Annex I). Interest on the Additional Note shall be payable on each

“Interest Payment Date” (as defined in Annex I).

VI. Collateral; Priority

All loans and other obligations owing by the Borrower and each other Canadian Credit Party in respect of the Credit Facilities shall be secured by a first priority perfected security interest (subject only to the existing liens held by Her Majesty the Queen in Right of Canada as represented by the Minister of National Revenue and the existing liens held by Her Majesty Queen in Right of Ontario as represented by the Ministry of Revenue) in all of their tangible and intangible assets (including, without limitation, all Facility Collateral under the Existing Canadian Facility), including the Pledged Equity.

VII. Certain Conditions

Initial Conditions:

The availability of the Credit Facilities shall be conditioned upon satisfaction of each of the conditions precedent to the US Treasury’s obligations as set forth in the UST Commitment, modified mutatis mutandi for the benefit of the Lender), and the following additional conditions precedent for the benefit of the Lender hereunder:

- (a) Each Credit Party shall have executed and delivered definitive financing documentation with respect to the Credit Facilities (the “Credit Documentation”), which shall be reasonably satisfactory to the Lender, and all documents required to be delivered under the Credit Documentation, including (i) opinions (A) from counsel to the Borrower and the Guarantors, and (B) from such special and local counsel as may be required by the Lender, (ii) corporate records, documents from public officials and officers’ certificates, (iii) other information (including other information and documentation required by customer identification programs pursuant to applicable law), and (iv) confirmation by all Credit Parties of their obligations under the Loan Documents, including the Guarantee Agreements, shall have been delivered, and shall be reasonably satisfactory, to the Lender.
- (b) Financial reports in accordance with Section 7.02(j) of the Canadian Loan Agreement for the Borrower and its subsidiaries and the most recent financial statements for Chrysler LLC, on a consolidated

basis.

- (c) The loans to be provided under the U.S. Acquisition Facility to New CarCo Acquisition LLC shall be in the amount of at least U.S. \$5.7 billion and shall otherwise be in form and substance satisfactory to the Lender and shall have become (or simultaneously with the closing of the Credit Facilities, shall become) effective.
- (d) The Lender shall have received the results of a recent lien search in each relevant jurisdiction with respect to the Canadian Credit Parties, and such search shall reveal no liens on any of the assets of the Canadian Credit Parties except for liens permitted by the Credit Documentation or liens to be discharged on or prior to the Restatement Date pursuant to documentation satisfactory to the Lender. All documents and instruments required to perfect the Lender's security interest in the Collateral (including, with respect to Collateral, delivery of stock certificates, together with undated stock powers executed in blank and, if applicable, control agreements in respect of all deposit accounts and securities accounts of the Canadian Credit Parties) shall have been executed and be in proper form for filing, and, in connection with the real estate collateral, the Lender shall have received satisfactory title insurance policies, surveys, ground lessor estoppels and other customary documentation to the extent reasonably requested by it.
- (e) The obligations, to the extent then applicable, of Fiat S.p.A., Borrower, Chrysler LLC and New CarCo Acquisition LLC under the COCA are current and being satisfied as of the Restatement Date to the extent provided under the Coca.
- (f) The sale of certain assets and the assignment and assumption of certain contracts of Chrysler Holding LLC, Chrysler LLC and certain of its subsidiaries to New CarCo Acquisition LLC and its subsidiaries (the "New Chrysler Entities") pursuant to Section 363 of the United States Bankruptcy Code (the "Section 363 Sale") shall have been approved by the United States bankruptcy court pursuant to an order (the "Sale Order"), which must, among other things,



- (i) approve the Section 363 Sale, (ii) authorize the assumption and assignment to the New Chrysler Entities of the contracts included in the Section 363 Sale, (iii) approve the terms and conditions of the related asset purchase agreement and other agreements, (iv) provide that the New Chrysler Entities shall acquire the assets and contracts being transferred pursuant to the Section 363 Sale free and clear of all liens, claims, encumbrances and other obligations (other than those liens, claims, encumbrances and other obligations expressly assumed pursuant to the Section 363 Sale), and (v) contain such other terms, conditions and provisions as are customary in transactions similar to the Section 363 Sale, including, without limitation, findings that the purchasers are good faith purchasers pursuant to Section 363 of the Bankruptcy Code, that the Section 363 Sale is not subject to fraudulent transfer or similar challenge, and limitations on the purchaser's successor liabilities.
- (g) Canadian Development Investment Corporation shall have received the equity subscription in the acquiror of substantially all of Chrysler LLC's assets as contemplated under that certain Equity Subscription Agreement, dated as of April 30, 2009, among Borrower, U.S. Treasury and Canadian Development Investment Corporation.
- (h) Both (collectively, the "PHW Claims Programs"):
  - (i) the Province of Ontario has acknowledged in writing that the Borrower and its subsidiaries have provided a reasonable plan and treatment for funding pension obligations and (ii) Canada has acknowledged in writing that the Borrower and its subsidiaries have provided a reasonable plan and treatment for funding health and welfare trust obligations.
- (i) The conditions sets forth in sections 5.01(c) through (i) and (k) through (m) and (o) through (p), (s), (u) and (v) of the Existing Canadian Loan Agreement.

Restatement Date:

The first date upon which each of the foregoing Initial Conditions have been satisfied, which is the date that the Existing Canadian Facility is amended and restated, and the

New Credit Facility is effected, in accordance with the terms hereof.

Ongoing Conditions:

Substantially similar to those applicable to the credit facilities contemplated by the UST Commitment, applied mutatis mutandi to the Canadian Credit Facility, plus (a) the obligations of Fiat S.p.A., Borrower, Chrysler LLC and New CarCo Acquisition LLC under the COCA are current and being satisfied as of the Restatement Date, (b) the other ongoing conditions set forth in Section 5.02 of the existing Canadian Loan Agreement, and (c) the Lender receiving a certificate from the chief financial officer of the Borrower stating that each of the applicable conditions set forth in clauses (a), (b) and (c) above have been satisfied.

As used herein and in the Credit Documentation, the following terms have the following meanings:

A “Material Adverse Change” shall have the following meanings: (a) for the period until the Restatement Date of such term shall have the meaning ascribed to the term “Company Material Adverse Effect” under the Master Transaction Agreement, executed substantially concurrently with this term sheet, and (b) at any time after the Restatement Date, a material adverse effect since the Restatement Date on (i) the business, assets, property or financial condition of the Borrower and its subsidiaries taken as a whole, or (b) the validity or enforceability of any of the Credit Documentation or the rights and remedies of the Lender thereunder. For purposes of clause (a), none of the effects or consequences of the following shall be taken into account for purposes of determining whether an event, circumstance or condition has had or is reasonably likely to have a Material Adverse Effect: (i) consequences of implementing the business plan approved by the Lender, and (ii) the impact of the bankruptcy or insolvency of the existing Chrysler entities on the Borrower’s parent guarantor supplier or dealer network, or other business and employee relationships.

VIII. Certain Documentation Matters

Representations and Warranties:

Substantially similar to those contemplated by the UST Commitment together with other customary representations concerning Canadian assets, properties, laws and regulation, applied mutatis mutandi to the Canadian Loan Agreement,

along with such other representations and warranties precedent set forth in the existing Canadian Loan Agreement that relate to Canadian matters, Canadian operations and additional representations and warranties that do not create, in each case, materially onerous obligations upon the Credit Parties.

**Affirmative Covenants:**

Substantially similar to those contemplated by the UST Commitment, applied mutatis mutandi to the Canadian Loan Agreement, along with such other affirmative covenants set forth in the existing Canadian Loan Agreement that relate to Canadian matters, Canadian operations and additional affirmative covenants that do not create, in each case, materially onerous obligations upon the Credit Parties.

In addition, the Borrower shall covenant that it is in compliance with and properly implementing the PHW Claims Programs.

**Limitations on Distributions**

Each Canadian Credit Party shall be subject to the terms of Section 8.05 of the existing Canadian Loan Agreement, provided, however, that this requirement shall be excused for each calendar month in which (i) the Minimum Cash Requirement Covenant has been satisfied for the prior calendar month and through the date of any proposed distribution, (ii) the Borrower's consolidated EBITDA exceeds \$0.00 for the four most recently completed calendar quarters, and (iii) the contemplated distribution would not cause the Borrower, on a consolidated basis with its subsidiaries, to be in violation of the Minimum Cash Requirement Covenant.

**Executive Privileges and Compensation:**

As set forth in sections 7.02 and 7.15 of the existing Canadian Loan Agreement.

**Aircraft:**

Same as the UST Commitment.

**Restrictions on Expenses:**

Same as the UST Commitment.

**Hedging:**

The Borrower shall use commercially reasonable efforts to hedge prudently the interest rate risk involved in its business and capital structure from time to time and shall not enter into any speculative hedging transactions. The Borrower shall consult with the Lender upon request concerning its hedging program and its management of any

associated financial volatility.

**Vitality Commitment:**

The Borrower shall covenant that it, the other Credit Parties and their subsidiaries will be in compliance with the terms and requirements set forth in Annex II hereto (such terms and requirements, the “COCA”).

**Access to Information and Right to Audit**

During the Relevant Period, the Borrower and each of its direct and indirect subsidiaries shall permit the Lender, the Ministry of Industry Canada and the Ontario Ministry of Economic Development and its agents, consultants, contractors and advisors access to personnel and any books, papers, records or other data that may be relevant to the financial assistance, including compliance with the financing terms and conditions. “Relevant Period” is the period from the Restatement Date until the date that is one year after the latest to occur of the (i) the date the Canadian Development Investment Corporation ceases to own any direct or indirect equity in the Borrower, (ii) the New Maturity Date and (iii) the repayment in full of all of the Loans and other obligations under the Credit Facilities and the termination of the New Loan Commitment.

**Internal Controls; Recordkeeping; Additional Reporting:**

During the Relevant Period, the Borrower shall be required to establish appropriate internal controls for ensuring compliance with each of the Borrower’s covenants described under the heading “Access to Information and Right to Audit”, and its expected use of the proceeds of the Loans as notified to the Lender. During the Relevant Period, the Borrower shall collect, maintain and preserve reasonable records relating to such compliance and the implementation of the Auto Supplier Support Program and all other Canadian and United States federal support programs provided to the Credit Parties, and to account for its use of the Loans.

**Waivers:**

During the Relevant Period, waivers consistent to those provided for under the UST Commitment, applied *mutatis mutandi* to the Canadian Loan Agreement.

**Minimum Cash Requirement Covenant**

Borrower, on a consolidated basis with the other Canadian Credit Parties, shall maintain an average daily balance over the course of each calendar month during the term of the Loans a minimum amount of cash and cash equivalents in

the amount of not less than \$250,000,000.00.

**Negative Covenants:**

Substantially similar to those contemplated by the UST Commitment (other than with respect to “Indebtedness” below), applied mutatis mutandi to the Canadian Loan Agreement, along with such other negative covenants set forth in the existing Canadian Loan Agreement that relate to Canadian matters, Canadian operations and additional negative covenants that do not create, in each case, materially onerous obligations upon the Credit Parties.

**Liens:** the Canadian Credit Parties shall not create, incur, assume or suffer to exist Liens to secured indebtedness for borrowed money against any property now owned or hereafter acquired by the Borrower and the subsidiaries, except: (a) customary lien exceptions and baskets, and (b) liens on the assets of non-Canadian subsidiaries of the Borrower.

**Indebtedness:** the Borrower shall not, and shall not permit its subsidiaries to, incur any indebtedness for borrowed money, other than (i) unsecured debt if the Borrower applies 100% of the net proceeds of such indebtedness in accordance with and to the extent required under “Mandatory Prepayments” above, (ii) new first lien debt, if the Borrower applies the net proceeds of any term indebtedness thereunder in accordance with and to the extent required under “Mandatory Prepayments” above, and (iii) certain other specified indebtedness to be agreed which would not require the making mandatory prepayments.

The definitive Credit Facility will specify covenants that will be terminated or modified automatically upon confirmation of an investment grade rating, as agreed in good faith by Lender and Borrower.

**Events of Default:**

The Credit Documentation shall include the events of default set forth in the existing Canadian Loan Agreement and such additional events of default that are customary for investment grade corporate loans as to the following matters and no others: nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be agreed upon; material inaccuracy of representations and warranties; violation of covenants (subject, in the case of certain covenants, to customary grace periods to be agreed upon); cross-default to the U.S. Acquisition Facility upon the occurrence of any Event of

Default (except for events of default under the U.S. Acquisition Facility based upon United States so-called vitality commitments, which shall not be a cross-default under the Credit Facilities, but instead give rise to cross-acceleration rights under the Credit Facilities) and cross-acceleration to other indebtedness of the Credit Parties above a threshold to be agreed; bankruptcy events; certain Canadian pension plan events; material judgments; actual or asserted invalidity of any guarantee or security document, or security interest; and a change of control (the definition of which is to be agreed).

In addition, it will be an Event of Default under the Credit Documentation if at any time the total percentage of either the voting or non-voting equity interests of the Borrower or U.S. Borrower held by Fiat shall exceed 49% (excluding any unexercised call option or similar right to acquire such interests) without the prior written approval of the Lender.

Amendments:	Amendments and waivers with respect to the Credit Documentation shall require the written approval of the Lender.
Assignments and Participations:	Conform to provisions of the existing Canadian Loan Agreement.
Expenses and Indemnification:	<p>The Borrower shall pay (a) all reasonable out-of-pocket expenses of the Lender and any collateral trustee associated with the preparation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of counsel and the charges of Intralinks), (b) any reasonable agency fees charged by a collateral trustee under the Credit Documentation, and (c) all out-of-pocket expenses of any collateral trustee and the Lender (including the fees, disbursements and other charges of counsel) in connection with the implementation, enforcement of the Credit Documentation and the rights of a collateral trustee and the Lender thereunder.</p> <p>Borrower and each Guarantor shall be responsible for, and hold the Lender and related persons (the “<u>Lender Parties</u>”) harmless, from all withholding taxes imposed on any payment by it under the Canadian Loan Agreement or Guarantee to which it is a party. In the event any</p>

withholding tax is required under applicable law, the Credit Parties shall make such additional payments such that the payments received by the Lender Parties equals the amount of payments the Lender Parties would have received absent such withholding tax.

The Lender's collateral trustee, if any, and the Lender (and their respective affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the gross negligence or willful misconduct of the indemnified party).

Governing Law and Forum:

The Province of Ontario and the federal laws of Canada applicable therein.

Counsel to the Lender:

McMillan LLP (Primary Counsel) and Vedder Price P.C. (U.S. Counsel)

[Signature Page Follows]

**EXPORT DEVELOPMENT CANADA**

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

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

**ACCEPTED:**

**CHRYSLER CANADA INC.**

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

**CHRYSLER LLC**

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

**NEW CARCO ACQUISITION LLC**

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

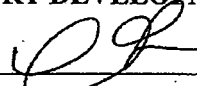
**With Respect Solely to Initial Obligation (e),  
Ongoing Conditions, Vitality Commitment  
and Annex II Hereto:**

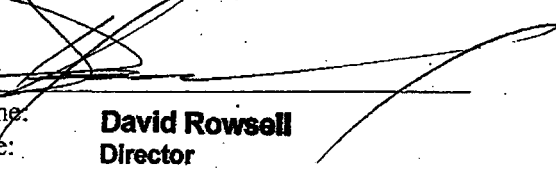
**FIAT S.P.A.**

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



**EXPORT DEVELOPMENT CANADA**

By:   
Name: **Chris Timbrell**  
Title: **Sr. Financing Manager**

By:   
Name: **David Rowsell**  
Title: **Director  
Surface Transportation**

**ACCEPTED:**

**CHRYSLER CANADA INC.**

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

**CHRYSLER LLC**

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

**NEW CARCO ACQUISITION LLC**

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

**With Respect Solely to Initial Obligation (e),  
Ongoing Conditions, Vitality Commitment  
and Annex II Hereto:**

**FIAT S.P.A.**

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


**EXPORT DEVELOPMENT CANADA**

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

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

**ACCEPTED:**

**CHRYSLER CANADA INC.**

By:  \_\_\_\_\_  
Name: *D. Hall*  
Title: *VP, Export Counter-Intelligence*

**CHRYSLER LLC**

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

**NEW CARCO ACQUISITION LLC**

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

**With Respect Solely to Initial Obligation (e),  
Ongoing Conditions, Vitality Commitment  
and Annex II Hereto:**

**FIAT S.P.A.**

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

**EXPORT DEVELOPMENT CANADA**

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

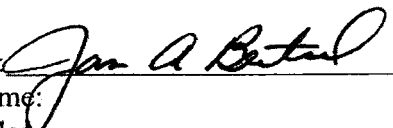
By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED:**

**CHRYSLER CANADA INC.**

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

**CHRYSLER LLC**

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

**NEW CARCO ACQUISITION LLC**

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

**With Respect Solely to Initial Obligation (e),  
Ongoing Conditions, Vitality Commitment  
and Annex II Hereto:**

**FIAT S.P.A.**

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

## ANNEX I

### Interest and [Certain Fees]<sup>1</sup>

Interest Rate:

The Loans comprising each borrowing shall bear interest (the “Interest Rate”) at a rate per annum equal to the sum of the CDOR Rate plus the Applicable Margin. Interest must be paid in cash by Borrower to Lender.

As used herein:

“Applicable Margin” means 5%.

“CDOR Rate” shall have the meaning ascribed to such term in the in the Canadian Loan Agreement.

“CDOR Rate Floor” means 2.0%.

Interest Payment Dates:

The last day of each relevant Interest Period and on the applicable Maturity Date (each, an “Interest Payment Date”).

Default Rate:

As set forth for in the UST Commitment.

Interest Rate Basis:

The Interest Rate shall be calculated on the basis of a year of 365 days for actual days elapsed as provided in the Canadian Loan Agreement.

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<sup>1</sup> Note that a fee mechanism is being considered to take into account the funding allocation between the DIP and the acquisition facilities.

**ANNEX II**  
**CHRYSLER ACQUISITION FINANCING**  
**CANADIAN OPERATIONAL CONTINUATION COVENANTS**

Covenants	The Canadian Loan Agreement shall have no financial or operating covenants other than the financial and operating covenants applicable to the Borrower that are set forth in the existing Loan Agreement, dated March 30, 2009, and the Operational Continuation Covenants. The Canadian Loan Agreement shall have standard reporting covenants, standard baskets for junior unsecured debt and capitalized leases and such other reasonable affirmative and negative covenants as may be agreed upon.
	Until repayment in full of the Canadian Loan (including termination of any remaining funding commitment thereunder), subject to applicable <i>force majeure</i> /MAC/adjustment provisions, notice and cure periods (to be agreed), the following operating conditions will be met (the “Operational Continuation Covenants”):
	<ul style="list-style-type: none"> <li>- Consistent with the Borrower’s business plan, dated March 5, 2009, (i) on each Measurement Date, the ratio of the Chrysler group’s production volumes in Canada (the “Canadian Volume”) to the Chrysler group’s production volumes in the NAFTA region (the “NAFTA Volume”) as a percentage (the “Production Ratio”) shall be at least 20% (the “Threshold Percentage”), determined over the Measurement Period ending on such Measurement Date and applying the Measurement Methodology to each of the Canadian Volume and the NAFTA Volume and (ii) the Production Ratio shall, on December 31 of each year while the Canadian Loan is outstanding, be at least 17%, determined using the Canadian Volume and the NAFTA Volume for the calendar year ending on, and including, such December 31.</li> <li>- The Borrower will deliver notice no later than January 31 of each year while the Canadian Loan is outstanding setting forth the calculation of the Production Ratio as of the Measurement Date for the relevant Measurement Period, if applicable, and for the preceding calendar year.</li> </ul>
	<ul style="list-style-type: none"> <li>- If, with respect to any given Measurement Date, the Production Ratio is not equal to or greater than the Threshold Percentage, the Borrower will have a period ending eighteen (18) months after such Measurement Date (or, if there has been Extraordinary Non-Canadian Growth during the</li> </ul>

	<p>relevant Measurement Period, ending three (3) years after such Measurement Date) (such ending date, the “Re-calculation Date”) to meet the Threshold Percentage, provided that the Production Ratio shall be calculated on the Re-calculation Date in the same manner as it was calculated on the Measurement Date but using the Re-measurement Period. If any calculation is made for this purpose with respect to a period that is not a full calendar year, such partial year period shall be treated as a calendar year beginning on January 1 of the year in which such partial year period begins and ending on the last day of such partial year period.</p> <ul style="list-style-type: none"> <li>- If, on any Re-calculation Date on which the Production Ratio is recalculated pursuant to the foregoing, the Production Ratio is not equal to or greater than the Threshold Percentage, there shall be an Event of Default.</li> </ul>
	<p>“Extraordinary Non-Canadian Growth” means that, during the relevant Measurement Period, the growth rate of the Chrysler group’s production volumes in the NAFTA region excluding Canadian Volume is at least 5% greater than the growth rate of the Canadian Volume. For this purpose, the growth rate of each production volume shall be measured using the compound average growth rate starting with actual volumes in the calendar year immediately preceding the first year of the relevant Measurement Period and ending with the actual volumes in the last year of the relevant Measurement Period.</p> <p>“Measurement Date” means December 31 of each year, beginning with December 31, 2010.</p> <p>“Measurement Methodology” means the simple average of the relevant annual production volumes over the Measurement Period or the Re-measurement Period, as applicable.</p> <p>“Measurement Period” means (i) with respect to the Measurement Date occurring on December 31, 2010, the two year period ending on, and including, December 31, 2010, (ii) with respect to the Measurement Date occurring on December 31, 2011, the three year period ending on, and including, December 31, 2011, and (iii) with respect to any Measurement Date occurring on or after December 31, 2012, the four (4) calendar year period ending on, and including, the relevant Measurement Date.</p> <p>“Re-measurement Period” means a period that (x) is equal to the Measurement Period ending on the relevant Measurement Date plus eighteen (18) months (or, if there has been Extraordinary Non-Canadian Growth during the relevant Measurement Period, three (3)</p>

	years) and (y) ends on, and includes, the date that is eighteen (18) months (or, if there has been Extraordinary Non-Canadian Growth during the relevant Measurement Period, three (3) years) after the relevant Measurement Date.
Force Majeure/ Material Adverse Change	In determining whether the Borrower has complied with the Operational Continuation Covenants for any period of measurement, if there occurs any <i>force majeure</i> (events or circumstances beyond the reasonable control of the Borrower that render production uneconomic) or any material adverse changes in the general economic or industry conditions affecting the North American automobile manufacturing industry (each an “Adjustment Event”), production volumes shall be calculated on a pro forma basis to adjust for the effect thereof and shall be otherwise adjusted by the Borrower as the Lender may agree in its sole discretion. If the Borrower adjusts for an Adjustment Event in any relevant period of measurement, the Borrower shall provide the Lender a report for such period describing the changes in operating conditions as result in such Adjustment Event in reasonable detail, including historical and projected effects on the Borrower’s business, as the Lender may reasonably request (provided that, if such Adjustment Event relates to more than one period of measurement, the Borrower need only provide one report in connection therewith).
Capital Expenditures	The Borrower agrees that, on December 31, 2014, the Chrysler group’s aggregate Canadian “product-related capital investments,” as such term is used in the business plan, dated March 5, 2009, (but not other investments) will constitute at least 20% of the Chrysler group’s aggregate NAFTA region “product-related capital investments” (but not other investments) made between the date of the Canadian Loan Agreement and December 31, 2014.
University Program	<p>The Borrower and Fiat intend to cause the Borrower’s Canadian subsidiaries, together with the University of Turin, to develop linkages with Canadian universities, colleges and other research institutions and to provide funding in its discretion for innovative programs in applied automotive research, development and educational activities and programs at those institutions.</p> <p>The Lender agrees to work with the Borrower and its Canadian subsidiaries to ensure the development of linkages with relevant Canadian and Ontario government educational and research programs.</p>
Automotive Innovation Programs	The Borrower and Fiat shall have the right to apply for and, if successful, participate in automotive innovation programs sponsored by the governments of Canada and Ontario.

Distribution	<p>As of the date of the Canadian Loan Agreement, the Borrower represents that it intends, subject to the terms and conditions of any agreement or law by which it is bound, to:</p> <ul style="list-style-type: none"> <li>— Continue exporting vehicles from Canada to the newly-restructured Chrysler network outside NAFTA, as such network may be expanded, contracted or otherwise changed from time to time.</li> <li>— Distribute FGA vehicles in Canada through the Chrysler network in Canada, provided that the network meets FGA’s generally applicable standards for distribution networks.</li> </ul>
Call Option/ Right of First Refusal	<p>There shall be a call option in favor of Fiat to purchase shares of the Borrower’s parent guarantor (“Shares”) from Canadian Development Investment Corporation using a valuation formula consistent with Fiat’s 16% Chrysler call option, and in a manner consistent with applicable restrictions (<i>i.e.</i>, 49% Fiat ownership cap prior to repayment of Credit Facilities and UST Commitment loan), provided, however, that the call option is not exercisable prior to July 1, 2012. For the avoidance of doubt, Canadian Development Investment Corporation on the one hand and Fiat and/or Chrysler on the other hand may at any time (subject to other contractual obligations) agree to a sale and purchase of Canadian Development Investment Corporation’s Shares on terms to be agreed among them. Prior to any sale of its Shares, Fiat shall possess first, and then the Borrower’s parent guarantor, second, prior notice of its intention to seek to sell such Shares, the quantity of such Shares it plans to sell and the material terms and conditions upon which the proposed purchase would be made (such notice, a “Sale Notice”) and Fiat and/or the Borrower’s parent guarantor may elect to purchase such Shares proposed to be sold on such terms and conditions by written notice to Canadian Development Investment Corporation delivered within 30 days of receipt of the Sale Notice. If Fiat and Canadian Development Investment Corporation fail to elect to purchase such Shares proposed to be sold as provided above, Canadian Development Investment Corporation may then sell such Shares within a time period to be mutually agreed on terms and conditions no less favorable to Canadian Development Investment Corporation than those originally proposed (it being understood that, following an initial public offering with respect to the Borrower’s parent guarantor, Canadian Development Investment Corporation may propose to sell Shares at the then current market price and if Fiat and/or the Borrower’s parent guarantor may elect not to purchase such Shares at such price, a subsequent sale of such Shares within the agreed time period at the then current market price will be deemed to be at a price no less favorable than that originally proposed).</p>



# **EXHIBIT A**

**UST COMMITMENT LETTER**