

EXHIBIT E

[Daimler Agreement]

FORM OF DAIMLER AGREEMENT

[LETTERHEAD OF DAIMLER AG]

May [__], 2009

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
United States of America
Attention: Chief Executive Officer

New CarCo Acquisition LLC
Attention: Giorgio Fossati

Re: Consent and Acknowledgment Under Contribution Agreement

Ladies and Gentlemen:

Reference is made to Section 11.06 of that certain Contribution Agreement among CGI Investment Group, LLC (“CGI”), Daimler North America Finance Corporation, formerly known as DaimlerChrysler North America Finance Corporation, Daimler Investments US Corporation, formerly known as DaimlerChrysler Holding Corporation, and, with respect to Section 5.03 (Confidentiality) and Section 11.10 (Guarantee), Daimler AG, formerly known as DaimlerChrysler AG, dated as of May 14, 2007 (as amended, the “Contribution Agreement”). The undersigned, on behalf of itself and its Affiliates, hereby (i) acknowledges receipt of the Amended and Restated Assignment Agreement between CGI and Chrysler LLC (“OldCo”), dated as of April 30, 2009 (the “Assignment Agreement”), (ii) consents to and acknowledges and agrees with the assignment pursuant to Section 2 thereby (such rights, the “Assigned Rights”), and (iii) consents to and acknowledges and agrees with the assignment and transfer of the Assigned Rights from OldCo to New CarCo Acquisition LLC, a Delaware limited liability company (“NewCo”), as contemplated in the Assignment Agreement. The parties hereto acknowledge and agree that except for the consent set forth in the preceding sentence, this letter 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.

The undersigned, 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 the Assignment 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 the Assignment Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Contribution Agreement. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Sections 11.09 (No Third Party Beneficiaries) 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 letter agreement and the parties hereto *mutatis mutandis*; provided, however, that NewCo is an express third party beneficiary of the obligations set forth in this letter agreement solely to the limited extent set forth therein.

Very truly yours,

DAIMLER AG

By: _____

Name:

Title:

cc: Sherman & Sterling LLP
Attention: W. Jeffrey Lawrence

Schulte Roth & Zabel LLP
Attention: Marc Weingarten
Richard Presutti

Sullivan & Cromwell LLP
Attention: Scott D. Miller