

CHRYSLER, LLC

May 19, 2009

CONFIDENTIAL

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036-2787
Attention: Glenn M. Kurtz, Esq.
Counsel to Indiana Pensioners

Re: *In re Chrysler LLC, et al.*, Confidentiality Agreement

Dear Mr. Kurtz:

This letter agreement (the "Agreement") is entered into between Chrysler LLC ("Chrysler") and 24 of its domestic direct and indirect subsidiaries (collectively, the "Debtors") and the Indiana State Teachers Retirement Fund, the Indiana State Police Pension Trust, and the Indiana Major Move Construction Fund (the "Indiana Pensioners") (the Indiana Pensioners and the Debtors are each "a Party" and collectively "the Parties"). The Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), on April 30, 2009. Chrysler's chapter 11 cases (collectively, the "Chapter 11 Cases") are jointly administered under the caption *In re Chrysler LLC, et al.*, Case No. 09-50002 (AJG), and are pending before the Honorable Arthur Gonzales in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Disputes related to the Chapter 11 Cases have arisen between the Parties (the "Contested Matters"). The Parties agree that, unless otherwise agreed in writing by the Parties, confidential and commercially sensitive information exchanged in connection with the Contested Matters will be handled in accordance with the terms of this Agreement.

1. For purposes of this Agreement, the following terms shall have the following indicated meanings:

"Advisors" shall include any outside counsel (including its partners, associates, legal assistants, employees and agents), consultants, accountants, experts, auditors, examiners, financial advisors or other agents or professionals hired or retained by the Parties in connection with the Chapter 11 Cases.

"Confidential Information" means any nonpublic information marked or designated as being "Confidential" concerning the Parties or the Chapter 11 Cases, including, without limitation, information concerning the Parties' assets, liabilities, holdings, business operations, business practices, business plans, financial projections, financial and business analyses, intellectual property, trade secrets and compilations and studies relating to the foregoing, and other documents prepared by the Parties or their Representatives or Advisors, and

information concerning any potential investor in or purchaser or potential purchaser of any of the Debtors' assets, which is furnished, disclosed or made known to either Party by the other Party or its Representatives or Advisors, whether intentionally or unintentionally and in any manner, including in written form, orally or through any electronic, facsimile or computer-related means of communication. Confidential Information shall include, without limitation: (a) any notes, summaries, compilations, presentations, memoranda or similar written materials disclosing or discussing Confidential Information; (b) any written Confidential Information that is discussed or presented orally; (c) any deposition testimony discussing Confidential Information; and (d) any other Confidential Information conveyed that is designated as Confidential Information by the Parties or any of their Representatives or Advisors. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include any information or portions of information that: (a) is or becomes generally available to the public or is or becomes available on a non-confidential basis, to the extent that it is determined, after reasonable inquiry, that such information became so available other than by a violation of a contractual, legal or fiduciary obligation to either of the Parties; (b) was in the possession of a receiving Party on a non-confidential basis prior to its disclosure by the producing Party; or (c) which is obtained by either Party pursuant to any agreement or undertaking specifying less restrictive uses, in which case such agreement or undertaking shall control.

"Advisors' Eyes Only Information" means Confidential Information that is made available to a receiving Parties' Advisors pursuant to this Agreement, but which may not be disclosed to the receiving Party or its Representatives. A producing party shall designate Confidential Information as Advisors' Eyes Only only where the disclosure of the Confidential Information to the other Party would place the producing Party at an unfair commercial disadvantage. In the event any Advisor wishes to disclose information designated as Advisors' Eyes Only to the receiving Party or its Representatives, the Advisor shall have the right to challenge the Advisors' Eyes Only designation by motion to the Court, which may be heard on shortened notice. The Advisors' Eyes Only Information shall be treated as such, until such time as the Court enters an order authorizing further disclosure of the information.

"or" shall not be construed as exclusive.

"person" shall be interpreted broadly to include the media and any corporation, company, limited liability company, group, partnership, joint venture, union, government agency, political subdivision or individual.

"Representatives" shall mean a Party's directors, officers, managers, partners, members, or other employees.

2. The designation of materials as Confidential and/or Advisors' Eyes Only shall be made as follows:

(a) By imprinting the word "Confidential" and/or "Advisors' Eyes Only" on the face of each page of a document so designated or in a similarly conspicuous location for non-document materials;

(b) For written discovery, by imprinting the word “Confidential” and/or “Advisors’ Eyes Only” next to or above any response to a discovery request or on each page of a response;

(c) For depositions, by indicating on the record at the deposition or, by the end of the third day following the conclusion of such deposition, by informing opposing counsel in writing that some or all of the transcript and/or responses be treated as Confidential Information and/or Advisors’ Eyes Only Information. Until expiration of the above three day period, all deposition transcripts and information will be deemed Advisors’ Eyes Only Information; and

(d) For electronic format materials, by either imprinting the word “Confidential” and/or “Advisors’ Eyes Only” on the face of each page of a document so designated, or by designating the production as “Confidential” and/or “Advisors’ Eyes Only” in the transmittal cover letter.

3. Confidential Information shall be used consistent with the following:

(a) A producing Party’s Confidential Information shall be used by the receiving Party solely and exclusively in connection with the Contested Matters and the Chapter 11 Cases, and shall be kept confidential by the receiving Party or its Advisors, and shall not be disclosed by the receiving Party or its Advisors to any other person or entity without the producing Party’s prior written consent.

(b) A producing Party’s Confidential Information may be provided to any Party or its Advisors for use in connection with the Contested Matters and the Chapter 11 cases, *provided that* each such Advisor receiving any Confidential Information and/or Advisors’ Eyes Only Information has acknowledged in a writing in the form attached hereto as Exhibit 1 that they have reviewed this Agreement and have agreed to be bound by all of the terms hereof. Any Advisor who receives Confidential Information and/or Advisors’ Eyes Only Information pursuant to this Agreement will be advised (i) of the terms of this Agreement, (ii) that upon receipt of any Confidential Information and/or Advisors’ Eyes Only Information such Advisor shall be deemed bound by the terms of this Agreement and (iii) of such Advisor’s obligations concerning the confidentiality of all such Confidential Information and/or Advisors’ Eyes Only Information and the proper use thereof.

4. In the absence of prior written consent, a receiving Party or its Advisors may only disclose a producing Party’s Confidential Information to a non-Party if they are legally compelled to do so (including, by deposition, interrogatory, request for documents, subpoena, civil investigative demand, court order or similar process); *provided that* the producing Party is provided with prior notice of the receiving Party’s intention to disclose Confidential Information, which notice must be received by the producing Party’s counsel not fewer than 15 days prior to such disclosure (or if the period for compliance is fewer than 15 days, then immediately upon receipt of the demand), so that the producing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement with respect to the proposed disclosure. If notice is timely given and a protective order or other remedy is not

obtained by the time disclosure of Confidential Information is required, such disclosure shall not be a breach of this Agreement.

5. Without limiting the generality of any provision of this Agreement, if any Party or Advisor determines that it is necessary to disclose or describe the substance of any documents or information designated as Confidential in a motion, pleading or other document filed with the Bankruptcy Court, or any other court, administrative body or other tribunal (collectively, a "Filing"), the Party shall conditionally file such Filing under seal. Within 10 days of a Filing, the producing Party shall have the opportunity to move the Bankruptcy Court, or other court of competent jurisdiction, for an order confirming the status of the Filing as Confidential. The producing party bears the burden of establishing the Confidential nature of the Filing and any documents attached thereto. Should the producing Party not move the Bankruptcy Court or other court of competent jurisdiction for such an order, the Confidential status of the Filing and any attachments thereto is deemed waived and the Filing (and any attachments thereto) will be removed from under seal. Further, if it is necessary to disclose or describe the substance of Confidential Information through oral disclosure in any court, administrative body or other tribunal (collectively, an "Oral Disclosure"), prior to such Oral Disclosure, the Party or Advisor shall: (a) to the extent reasonably practicable, notify the producing Party promptly upon such determination; and (b) move or request (which may be done orally) the court, administrative body or other tribunal for authority to make such disclosure in camera or in some other protective manner. Except as provided in paragraphs 3, 4 and 5 of this Agreement, Confidential Information shall not be disclosed absent the express written consent of the producing Party.

6. All Parties and Advisors shall take proper care to assure that all Confidential Information is maintained in a secure location and to avoid all unnecessary duplication of the Confidential Information. After the Contested Matters and the Chapter 11 Cases (and any appeals therefrom) have been resolved, all tangible Confidential Information in the possession of any Party or Advisor shall promptly be either destroyed or returned to the producing Party, without retention of any copy thereof, except to the extent required by applicable law, regulation or court order. At the request of the producing Party, all Confidential Information that has been incorporated into any analyses, compilations, studies, personal notes, summaries or other documents in a receiving Party's possession, custody or control shall be either destroyed or retained and kept subject to the terms of this Agreement. If requested by the producing Party, a receiving Party or Advisor shall provide a certification as to the destruction of any materials in accordance with the foregoing. Notwithstanding the return, destruction or retention of any Confidential Information, all Parties and their Advisors will continue to be bound by the obligations of confidentiality and other obligations hereunder.

7. It is agreed that no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. Nothing contained herein shall restrict the use by any Party of its own Confidential Information or limit or preclude any Party from raising objections to the production or disclosure of information or documents. Nothing contained herein shall prohibit any Party or Advisor from requesting the production or disclosure of information or documents in accordance with the Federal Rules of Civil Procedure or the Federal Rules of Bankruptcy

Procedure; *provided, however*, that this Agreement shall apply with respect to any information produced pursuant to such request(s) and disclosure(s), but shall not prohibit a receiving Party from challenging a producing Party's designation of any information as Confidential or Advisor's Eyes Only (however, all such information shall be treated in accordance with such designations under this Agreement unless and until determined otherwise by a court of competent jurisdiction). Nothing herein shall prohibit any Party or Advisor from seeking to obtain Confidential Information from any other Party for uses other than those specified in Section 3(a).

8. Money damages will not be a sufficient remedy for any breach of this Agreement. Accordingly, in addition to any other remedies to which they may be entitled at law or in equity, an injured Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement (regardless of whether damages may or may not be readily quantifiable).

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the otherwise applicable principles of law as to conflicts or choice of law of such state.

10. Each Party hereby irrevocably and unconditionally agrees that the Bankruptcy Court shall have exclusive jurisdiction with respect to any issues, actions, suits or proceedings arising out of or relating to this Agreement during such time as any of Chapter 11 Cases are pending before the Bankruptcy Court.

11. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties agree that facsimile signatures shall be accepted as originals for all purposes under this Agreement.

12. Except as otherwise provided herein, all notices and other communications to the Parties required or permitted under this Agreement shall be in writing and shall become effective when delivered by e-mail or facsimile (confirmed by mail), overnight courier service, registered or certified mail (postage prepaid) or hand delivery, addressed as follows or to such other addresses as may be thereafter designated in writing by such Party to the other Parties:

Indiana Pensioners Counsel: White & Case LLP
1155 Avenue of the Americas
New York, NY 10036-2787
Attention: Glenn M. Kurtz, Esq.
Telephone: (212) 819-8252
Facsimile: (212) 354-8113

The Debtors: Chrysler LLC
1000 Chrysler Drive
CIMS# 485-14-36
Auburn Hills, Michigan 48326
Attention: Holly E. Leese, Esq.

With copies to: Jones Day
222 E. 41st Street
New York, New York 10017
Attention: Corinne Ball, Esq.
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

Jones Day
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
Attention: Jeffrey B. Ellman, Esq.
Telephone: (404) 521-3939
Facsimile: (404) 581-8309

Jones Day
51 Louisiana Avenue, N.W.
Washington, D.C. 20001
Attention: Kevyn D. Orr, Esq.
Gregory M. Shumaker, Esq.
Telephone: (202) 879-3939
Facsimile: (202) 626-1700

13. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties, which consent shall be granted or not according to each Party's sole discretion. There are no third-party beneficiaries of this Agreement.

14. This Agreement does not supersede any prior confidentiality agreement(s), if any, entered into among or between the Parties with respect to information exchanged under the terms of such prior confidentiality agreement(s), and such prior confidentiality agreement(s) also shall continue to govern with respect to all such prior information.

15. Subject to paragraph 14 above, this Agreement represents the entire agreement of the Parties hereto with respect to the subject matter hereof, and any amendment, supplement or modification hereto, or any waiver of the rights and obligations hereunder, must be in writing and signed on behalf of the parties hereto. This Agreement shall be binding on the Debtors and the Indiana Pensioners, including each of the individual funds that make up the Indiana Pensioners.

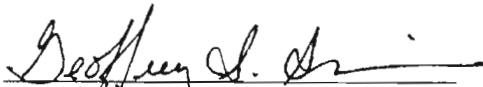
16. If information (designated Confidential or not) that is subject to a claim of attorney-client privilege, work product doctrine or any other ground on which production of such information should not be made is nevertheless inadvertently produced by any Party, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product or other ground for withholding production to which such inadvertently producing Party would otherwise be entitled. If a claim of inadvertent production is made pursuant to this paragraph, the Party or Advisor receiving the information shall, upon request, return to the producing Party that material (including all copies thereof) as to which the claim of inadvertent production has been made, within two (2) business days, and the information shall not be used for any purpose.

17. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.

Please indicate your acceptance of this Agreement by signing below and returning this Agreement to Corinne Ball at the notice address set forth in paragraph 12 above.

Sincerely,

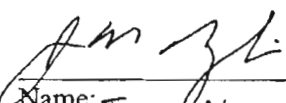
CHRYSLER LLC, on its own behalf and on behalf of all of the other Debtors

By: 
Name: GEORGEY S. IRWIN
Title: PARTNER, JONES DAY

Authorized Signatory for All of the Debtors

AGREED AND ACKNOWLEDGED:

WHITE & CASE LLP, on behalf of the
Indiana Pensioners

By: 
Name: Jason N. Zakari
Title: Associate

Authorized Signatory for All of the Indiana
Pensioners

EXHIBIT 1

ACKNOWLEDGMENT AND AGREEMENT

Reference is hereby made to the Confidentiality Agreement dated May 19, 2009 (the "Indiana Pensioners Confidentiality Agreement"), by and between Chrysler LLC and 24 of its domestic direct and indirect subsidiaries (collectively, the "Debtors") and the Indiana State Teachers Retirement Fund, the Indiana State Police Pension Trust, and the Indiana Major Move Construction Fund (the "Indiana Pensioners") (together, the "Parties"). The undersigned acknowledges receipt of a true and correct copy of the Indiana Pensioners Confidentiality Agreement and that it is an Advisor (as such term is defined and used in the Dealer Committee Confidentiality Agreement) to one of the Parties. The undersigned further acknowledges and agrees to be bound by all of the terms and conditions of the Indiana Pensioners Confidentiality Agreement as if it were a party thereto, and that the Parties to that Agreement are express beneficiaries of this Acknowledgment and Agreement and shall be entitled to rely upon and enforce this Acknowledgment and Agreement in accordance with the provisions of the Indiana Pensioners Confidentiality Agreement.

Dated this ___ day of _____, 200_.

NAME OF ADVISOR

By: _____
Name:
Title: