

## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the "**Agreement**") with an effective date of May 19, 2009 is made and entered into by and between Chrysler LLC ("**Client**") with offices at 1000 Chrysler Drive, Auburn Hills, Michigan 48326 and The Siegfried Group, LLP ("**Siegfried**"), with primary offices at 1201 N. Market Street, Suite 700, Wilmington, Delaware 19801.

WHEREAS, Client requires certain accounting and/or financial professional resource services from time to time in support of various projects, each as more fully described on the applicable Project Order (each a "**Project**" and collectively, the "**Projects**"); and

WHEREAS, Siegfried is engaged in the business of providing such resource services;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, Client and Siegfried hereby agree as follows:

### **1. Term of Agreement; Termination.**

(a) This Agreement sets forth the general terms and conditions applicable to the services to be performed with respect to the Projects (the "**Services**"). This Agreement shall commence on the effective date first set forth above, and shall remain in force and effect until terminated by either party in accordance with this Agreement.

(b) Either party may terminate this Agreement, any Project Order, or the engagement of a particular Resource under a Project Order at any time and for any reason upon a minimum of thirty (30) days written notice to the other party.

(c) Either party may terminate this Agreement or any Project Order for cause in the event that the other party has failed to cure its breach of this Agreement or any Project Order within twenty (20) days after receipt of written notice thereof from the non-breaching party.

(d) The provisions of the following sections of this Agreement shall survive its termination: Bankruptcy Matters, Confidentiality, Intellectual Property, Client Property, Indemnification, Solicitation of Siegfried Employees, Limitation of Liability, Notices, Waiver; Severability, Governing Law; Consent to Jurisdiction, Dispute Resolution and Authority to Contract; Entire Agreement; Amendments.

### **2. Termination by Siegfried Related to Bankruptcy Court Proceedings.**

Siegfried's obligations under this Agreement are conditioned upon timely approval by the Bankruptcy Court for the Southern District of New York of Siegfried's retention by Client and of this Agreement. Siegfried may immediately cease providing the Services and, at its sole option, may terminate this Agreement immediately in the event that:

(a) An appropriate expedited motion seeking approval of Siegfried's retention, is not filed as soon as reasonably practicable;

(b) Client fails to receive reasonable assurances of consent to such expedited motion from the U.S. Trustee and the various Committees appointed by the Bankruptcy Court, within two weeks after such request is made;

(c) The U.S. Trustee, any of the various Committees or any interested party in the Client's bankruptcy proceeding raises an objection to such motion seeking Siegfried's approval for retention, which objection is not resolved in a reasonable period of time;

(d) The Bankruptcy Court declines to hear the motion seeking approval of Siegfried's retention or Client declines to file any such motion;

(e) The Bankruptcy Court has not issued such Order granting approval of Siegfried's retention before June 5, 2009;

(f) The motion seeking issuance of an Order approving Siegfried's retention is denied by the Bankruptcy Court;

(g) An Order approving Siegfried's retention is appealed or otherwise challenged;

(h) Client breaches or Section 5 of this Agreement or fails to take any actions required by Section 5 in a timely fashion.

In the event that Siegfried ceases providing Services in accordance with the provisions of this Agreement, Siegfried shall remain entitled to payment for Services provided to Client pursuant to this Agreement.

### **3. Project Orders.**

(a) The parties shall execute Project Order(s) in the form attached hereto as **Exhibit A**, which shall confirm the parties' agreement regarding relevant details of the Services to be provided for a particular Project, which shall include the following:

- (i) The Services to be performed by Siegfried ("**Project Scope**");
- (ii) The Siegfried employee(s) assigned to the Project ("**Resource(s)**");
- (iii) The start date and estimated time frame for performance of the Services ("**Project Schedule**").

(b) Each Project Order shall be attached hereto and become part of this Agreement and shall be subject to all the terms and conditions set forth herein.

**4. Payment.** The fees and expenses for Services hereunder shall be based upon the following agreed upon hourly rates, which will be revised from time to time. These rates do not include out-of-pocket expenses. Adjusted rates will be reflected in billings. The current hourly rates are as follows:

<u>Level</u>	<u>Rate</u>
Levels 1 & 2 – Associate & Senior Associate	\$105-125
Levels 3 & 4 - Associate Manager & Manager	\$125-\$140
Levels 5 & 6 - Senior Manager & Associate Director	\$135-\$150
Levels 7 & 8 – Director & Senior Director	\$150-\$170

A general description of Siegfried levels is set forth below:

- (a) Professional Resource Levels 1 & 2
  - ✓ Undergraduate degree in Accounting or Finance
  - ✓ Strong analytical skills, effective interpersonal skills
  - ✓ Able to work independently
  - ✓ Attributes – adaptable, team player, committed to excellence, self motivated, quick learner
  - ✓ CPA and/ or MBA preferred
  - ✓ Typically 2 to 5 years relevant work experience
- (b) Professional Resource Levels 3 & 4  
Siegfried Professional Resource Levels 3 & 4 possesses all of the qualities of Levels 1 & 2, plus:
  - ✓ Distinguished analytical skills, effective interpersonal skills
  - ✓ Strong communications skills
  - ✓ Able to work in a management capacity
  - ✓ Typically 5 to 8 years relevant work experience
- (c) Professional Resource Levels 5 & 6  
Siegfried Professional Resource Levels 5 & 6 possesses all of the qualities of Levels 3 & 4, plus:
  - ✓ Demonstrated leadership skills
  - ✓ Demonstrated management success
  - ✓ Superior communication skills
  - ✓ Ability to generate enthusiasm
  - ✓ CPA and/ or MBA
  - ✓ Typically 8 to 12 years relevant work experience
- (d) Professional Resource Levels 7 & 8  
Siegfried Professional Resource Levels 7 & 8 possesses all of the qualities of Levels 5 & 6, plus:
  - ✓ Proven leadership skills

- ✓ Proven management success
- ✓ Demonstrated maturity and exhibit sound judgment
- ✓ Problem solving skills
- ✓ Proactive on client matters
- ✓ CPA and/ or MBA
- ✓ Work experience expected to include public accounting and private industry
- ✓ Typically 12 years plus

Siegfried shall invoice its fees and expenses as required by the procedures established by the Bankruptcy Court. Invoices shall be submitted and approved as required by the procedures established by the Bankruptcy Court and additionally addressed to Client as follows: Mr. Ronald J. Elder, Director Accounting and Financial Reporting, Chrysler LLC, 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

Payments sent via wire or Electronic Funds Transfer ("EFT") shall be sent to Siegfried's account as follows:

Wilmington Trust Company  
1100 N. Market Street  
Wilmington, DE 19801  
ABA: 031100092  
Account Number: 2477-4724

If sent by mail, payments shall be sent to Siegfried addressed as follows: Attn: David Patterson, The Siegfried Group, LLP, 1201 N. Market Street, Suite 700, Wilmington, Delaware 19801.

Travel, subsistence or other Project related expenses will be the additional responsibility of Client.

## **5. Bankruptcy Matters.**

(a) Client Representations and Warranties -- Bankruptcy Court Approval. As of the effective date of this Agreement, Client is currently engaged in bankruptcy proceedings (the "**Bankruptcy Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Client warrants and represents that Client will:

(i) At Client's own expense, prepare and file through Client's outside counsel (currently Jones Day) an appropriate expedited motion with the Bankruptcy Court as soon as reasonably practicable, and take all other necessary steps to obtain the Bankruptcy Court's Order granting approval of Client's plan to retain Siegfried as a retained professional to provide the proposed Services;

(ii) Promptly seek the consent of the U.S. Trustee and/or the various Committees appointed by the Bankruptcy Court, to the expedited motion seeking the Bankruptcy Court's Order granting approval of Client's plan to retain Siegfried as a retained professional to provide the proposed Services;

(iii) At Client's own expense, timely prepare and submit to the Bankruptcy Court through Client's outside counsel (currently, Jones Day) all applications for approval of Siegfried's fees for Services to be provided; or, alternatively, pay Siegfried's expenses associated with the preparation and submission to the Bankruptcy Court all applications for approval of Siegfried's fees for Services to be provided and will timely cooperate with Siegfried in getting Siegfried's fee applications reviewed, filed and approved;

(iv) Pay Siegfried for Siegfried's time and cost associated with preparing and completing any Bankruptcy Court filings (including but not limited to applications for engagement and other applications, motions, responses thereto and/or any discovery in connection therewith), whether made by Siegfried or on its behalf; and

(v) Pay Siegfried for all costs and legal fees associated with Siegfried's involvement in any matters arising out of the Bankruptcy Proceedings (including but not limited to requests for information from parties in interest, subpoenas, motions, responses thereto and/or any discovery in connection therewith); provided however that Client shall first have notice of and an opportunity to seek to eliminate the need for Siegfried to be involved in such matters (by negotiation, motion to quash or otherwise).

(b) Client Representations and Warranties -- Notice of Bankruptcy Court Procedures and Requirements. Client further represents and warrants that it will timely and specifically notify Siegfried of any and all applicable budget, working, time recording, billing and related requirements applicable to Siegfried arising out of the Bankruptcy Proceedings, including but not limited to:

(i) All orders and/or opinions of the Bankruptcy Court in the bankruptcy proceedings governing such matters;

(ii) All requirements and/or guidelines of the United States Trustee's Office governing such matters in the Bankruptcy Proceedings (including the UST general billing guidelines and any requirements or guidelines issued specifically for the Bankruptcy Proceedings); and/or

(iii) All budgets, requirements and/or guidelines of the Client, any committee in the Bankruptcy Proceedings, and/or any fee committee, fee examiner or similar entity in the Bankruptcy Proceedings.

**6. Independent Contractor.**

(a) The relationship between the parties is that of independent contracting parties, and nothing herein shall be deemed or construed as creating a relationship of employer and employee, principal and agent, or of partnership or joint venture between the parties or between Client and any Resource providing Services to Client pursuant to this Agreement.

(b) Except as specifically set forth in this Agreement, neither party has authority to bind or act on behalf of the other party. In particular, Resources shall not sign any accounting or financial opinions or related documentation, including, without limitation, Client documents due

for filing with any federal, state or local governmental agency, such as financial statements attached and incorporated into publicly traded company filings with the U.S. Securities and Exchange Commission.

(c) Siegfried shall be the employer in law and fact of all Resources assigned to perform Services pursuant to this Agreement. Siegfried shall be solely responsible for the payment of wages to Resources and for any tax, withholding or employer contribution levied by state or federal law with respect to the monies paid to Siegfried pursuant to this Agreement. With respect to Resources, Siegfried shall also be responsible for making unemployment compensation contributions, disability insurance premium payments, and the provision of such other employment related benefits as required by law.

7. **Standards for Services Provided By Siegfried.** Siegfried agrees to provide the Services furnished under this Agreement:

- (a) according to all applicable laws and regulations;
- (b) in accordance with the standards and practices which are generally accepted in the accounting resources industry and exercised by other persons engaged in performing similar services;
- (c) with Resources duly qualified to provide such Services, including, if applicable, appropriate professional licensure; and
- (d) at Client's location, utilizing Client's information technology systems and software, and in accordance with the instructions and directions of Client, such that all work prepared by Resources will be subject to review and acceptance by Client.

8. **Resource Commitment; Substitution.** A Resource will remain at Client for the duration of the applicable Project Order unless: (a) Client makes a written request for the Resource's replacement for failure to perform; (b) otherwise agreed to by both parties; (c) a Resource's employment with Siegfried terminates for any reason; or (d) a Resource who has been assigned to the Project for at least one year requests to be replaced, in which case Siegfried will provide thirty (30) days' notice, an acceptable replacement Resource, and credit for up to ten (10) business days for effective work transition to the replacement Resource. In each case, Siegfried shall have the option to provide an acceptable replacement Resource within twenty (20) business days.

9. **Confidentiality.**

(a) In connection with their performance of this Agreement, the parties may make disclosure of certain confidential and proprietary information to one another (the party making the disclosure referred to as "Discloser" and the party receiving the disclosure referred to as "Recipient"). The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified by Discloser as confidential or proprietary or should be reasonably understood by Recipient to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, patented or copyrighted information, computer

programs, software, user interfaces, software documentation and/or specifications, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, business models, forecasts, capitalization and financing information, training materials, third party confidential information, any business terms or agreements related to this Agreement and customer lists.

(b) Recipient shall keep Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party, nor use such Confidential Information for any reason not directly related to the purpose of providing Services hereunder without the Discloser's prior written consent. Recipient's internal disclosure of Confidential Information shall be only to those employees or agents (including but not limited to attorneys, insurance brokers, advisors and financiers) having a need to know such information in connection with this Agreement and who have been informed of the confidential nature of the Confidential Information.

(c) The term Confidential Information shall not include information which:

- (i) was in the possession of or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser;
- (ii) is or becomes generally known to the public without violation of this Agreement;
- (iii) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or
- (iv) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information.

(d) Unless prohibited by law, the Recipient shall promptly notify the Discloser if it receives a subpoena or other legal form requesting disclosure of Confidential Information, and the Discloser may, at its own cost (and with the cooperation of the Recipient), elect to file a request to quash the subpoena or other legal form requesting disclosure, or make such other efforts to obtain a protective order as it deems appropriate. The Recipient shall make disclosures pursuant to such subpoena or other legal form requesting disclosure only to the extent that the Recipient's counsel advises is required by law.

(e) With respect to each Project, the restrictions of confidentiality and non-disclosure in this Section 8 shall survive the last date on which Services are provided under the applicable Project Order for a period of five (5) years.

## **10. Intellectual Property.**

(a) Prior Intellectual Property. The provisions of this Intellectual Property Section do not apply to, and Work Product (as defined below) shall not include, any creations made by Siegfried prior to the commencement of Services ("**Prior Intellectual Property**") and are not intended to transfer rights in and to any proprietary information, software, business processes or tools owned or used by Siegfried prior to the commencement of Services.

(b) Use of Names. Client and Siegfried, on behalf of themselves and their employees, agents or independent contractors involved in the Projects, agree that they shall not employ or use the name of the other party in any publication or promotional material without the

prior written consent of the other party, except as required by law.

(c) Work Product; Works Made for Hire. The term "**Work Product**" shall include, without limitation, all discoveries, ideas, inventions, concepts, developments, know-how, trade secrets, works of authorship, materials, software, HTML, writings, drawings, designs, processes, techniques, formulas, data, specifications, technology, patent applications, and other creations (and any related improvements or modifications to the foregoing or to any Confidential Information or materials), whether or not patentable, relating to any activities of Client that are conceived, created or otherwise developed by Siegfried (alone or with others) as part of its provision of Services during the term of this Agreement. All such Work Product is Client's property, in just the same manner it would be if it were a "**Work Made For Hire**" under the provisions of the United States Copyright Act of 1976, 17 U.S.C. §101, et seq., as amended.

(d) Disclosure and Assignment of Proprietary Rights. Siegfried shall promptly disclose to Client and cooperate with Client's efforts to obtain an assignment and transfer to Client, Siegfried's entire right, title, and interest worldwide (including without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights, and all other intellectual and proprietary rights (the "**Proprietary Rights**") in and to the Work Product. The Proprietary Rights shall include, without limitation, all rights in any jurisdiction in the world, related to the Work Product, together with all national, foreign, state and common law registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, substitutions and reexaminations); all goodwill associated therewith; and all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions).

(e) Execution of Documents. Siegfried shall execute any and all documents and legal instruments as may be reasonably requested by Client from time to time to carry out the terms of this Intellectual Property Section. In the event that Siegfried does not execute the requested documents promptly after Client's request, Siegfried hereby appoints Client as Siegfried's attorney in fact for the limited purpose of executing any and all such documents in Siegfried's name as if Siegfried had actually signed same itself. Client shall pay Siegfried's out of pocket expenses in connection with perfecting Client's rights pursuant to this Intellectual Property Section, provided that such expenses are previously approved in writing by Client, which will not be unreasonably withheld.

**11. Client Property.** All records, documents, specifications, diagrams, code and/or documentation, Confidential Information and Work Product of Client shall be and remain the exclusive property of Client. Upon termination of this Agreement, or upon written request by Client, Siegfried shall promptly return to Client or destroy all such materials in Siegfried's possession and/or those materials that relate to the proprietary rights of Client in Siegfried's work, except those items that Client allows Siegfried to retain for support or other purposes.

**12. Insurance.**

(a) During the term of this Agreement, Siegfried shall maintain insurance in the



minimum amounts as follows:

- (i) Workers Compensation Insurance in accordance with the statutory requirements of each state in which the Services are to be performed and any other state in which Siegfried operates;
- (ii) Employer's Liability Insurance of not less than \$500,000 each accident for bodily injury by accident, \$500,000 bodily injury each employee and \$500,000 for bodily injury by disease;
- (iii) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, including coverage for products/completed operations, contractor's liability, bodily injury or death of persons, and/or loss of or damage to property of parties other than Siegfried;
- (iv) Commercial Automobile Insurance (owned, non-owned or hired) in a combined single limit of \$1,000,000 per accident for bodily injury and property damage liability;
- (v) Umbrella or Excess Liability Insurance of not less than \$10,000,000 general aggregate;
- (vi) Professional Liability or Errors & Omissions Insurance in the amount of \$5,000,000 per claim and \$5,000,000 in the aggregate;
- (vii) Fidelity (Employee Dishonesty) Insurance of not less than \$1,000,000.

(b) All insurance policies provided and maintained by Siegfried shall be underwritten by insurers that are rated "A-VII" or higher. Siegfried shall be responsible for any self-insured retentions, deductibles or self-insurance associated with the coverages described in this Section.

(c) Siegfried's coverage shall be primary and non-contributory to the fullest extent afforded by the policies and applicable law.

(d) The Commercial General Liability Insurance, Commercial Automobile Insurance, and Umbrella or Excess Liability Insurance shall include a waiver of the insurers' subrogation rights and coverage of Client as an Additional Insured (where required by written contract).

(e) Certificates of Insurance and evidence of the foregoing endorsements shall be provided to Client upon request. Such Certificates shall provide that the insurer will endeavor to give thirty (30) days' written notice to Client prior to cancellation of any policy or endorsement.

### **13. Indemnification.**

(a) Siegfried agrees to indemnify, defend and hold harmless Client, its officers, directors, employees and agents participating in the conduct of the Projects (the "**Indemnified Parties**") and each an "**Indemnified Party**") from and against any and all claims, demands, suits or actions for liability, losses, damages or expenses (including reasonable attorneys' fees) (each a "**Loss**," and collectively, "**Losses**") arising directly out of or related solely to:

- (i) any claims made by a Resource (or a federal or state agency on behalf of or with regard to a Resource) concerning any alleged federal or state income or payroll tax liability or employment benefits claim (including,

but not limited to, claims for stock options, 401(K) benefits, health insurance benefits or disability benefits);

- (ii) any claim that Client's use of Work Product provided by Siegfried under this Agreement constitutes infringement of the patent, copyright, trademark or other intellectual property rights of a third party; provided, however, that Siegfried's indemnity obligations under this Section shall not apply with respect to any Work Product or components thereof (a) used in a manner not permitted by this Agreement; (b) modified by Client without the express consent of Siegfried, if the alleged infringement relates to such modification; (c) combined with other products, processes or materials without the express consent of Siegfried, where the alleged infringement would not exist but for such combination; or (d) where Client continues the alleged infringing activity after Siegfried notifies Client thereof and provides modifications that would have avoided the alleged infringement.

(b) The Client shall indemnify, defend and hold harmless Siegfried, its subsidiaries, and/or their respective partners, principals and personnel (including but not limited to those personnel identified in Paragraph 4 and the Project Orders issued pursuant to this Agreement) against all Losses arising from or relating to the Services and/or Projects, except to the extent finally determined to have resulted from Siegfried's gross negligence or intentional misconduct.

(c) As a condition to such indemnifications, the Indemnified Party shall notify the other party in writing within twenty (20) days after becoming aware of circumstances that may give rise to any such Losses, provided, however, that failure to provide such notice will not relieve the indemnifying party of its indemnity obligations except to the extent that the indemnifying party can demonstrate actual prejudice as a result of such failure. The indemnified party shall have the right to select defense counsel and to direct the defense or settlement of any such claim, demand, suit or action.

(d) This indemnification with respect to a Project shall survive the last date on which the applicable Project Services are provided under this Agreement for a period of three (3) years.

**14. Limitation of Liability.** Except to the extent finally determined to have resulted from Siegfried's gross negligence or intentional misconduct, Siegfried's liability to pay damages for any losses or claims incurred by the Client, whether as a result of breach of contract, negligence or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Siegfried for the applicable Project Order giving rise to the liability. Siegfried will not be liable in any event for lost profits, consequential, incidental, indirect, punitive, exemplary or special damages. Also, Siegfried shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by the Debtors.

**15. Notices.** Except as otherwise provided, all communications and notices required under this Agreement and/or any Project Order shall be mailed by first class mail, postage prepaid, or sent by overnight courier to the addresses set forth below, or to such other addresses as the parties from time to time specify in writing.

If to Siegfried:

Attn: Gregory S. Kurey  
Sr. Vice President & General Counsel  
The Siegfried Group, LLP  
1201 Market Street, Suite 700  
Wilmington, Delaware 19801

If to Client:

Attn: Mr. Ronald J. Elder  
Director Accounting and Financial Reporting  
Chrysler LLC  
1000 Chrysler Drive  
Auburn Hills, Michigan 48326

16. **Authority to Contract; Entire Agreement; Amendments.** Each of Client and Siegfried warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject. This Agreement, together with all corresponding Project Order constitutes the entire agreement between Client and Siegfried and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between Client and Siegfried with respect to the subject matter of this Agreement, Project Order. Only a written instrument signed by each party hereto may amend this Agreement, any Project Order.

17. **Assignment.** Neither Client nor Siegfried shall assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party, which shall not be unreasonably withheld or delayed.

18. **Waiver; Severability.** A waiver by either party of any provision or condition of this Agreement, Project Order shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement or such Project Order or a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound. If any provision of this Agreement is determined to be invalid under applicable law and regulations by a court of competent jurisdiction, such provisions shall be inapplicable and deemed omitted to the extent of such invalidity without impairing the validity of the remaining provisions of this Agreement.

19. **Governing Law; Consent to Jurisdiction.** This Agreement and any Project Order under this Agreement are governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of law rules. Each party submits its person and property to the exclusive jurisdiction of the courts of the State of Michigan.

20. **Equal Employment Opportunity.** Both parties agree to use their best efforts to ensure that their respective employees, officers, directors, partners, affiliates, contractors, vendors, agents, and representatives do not discriminate against each other's employees and contractors on the basis of race, color, creed, religion, national origin, ethnicity, gender, age, sexual orientation, disability, or any other legally protected status.

21. **Force Majeure.** If the performance of its obligations under this Agreement by Siegfried

or Client is prevented, restricted, interfered with or delayed (either in whole or in part) by reason of any cause beyond the reasonable control of either party, the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed.

22. **Counterparts.** This Agreement or any Project Order may be executed in counterparts, each of equal dignity, which, when joined, shall constitute one document. Any photocopy or facsimile of this Agreement or any Project Order or of any counterpart shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized representatives, with the intention to be legally bound.

CHRYSLER LLC

By: *Ronald J. Eiden*

Name: RONALD J EIDEN

Title: DIRECTOR - ACCOUNTING  
& FINANCIAL MGT.

Dated: May 26, 2009

*As authorized by  
R.E. Kelka*

THE SIEGFRIED GROUP, LLP

By: *Gregory J. Kurey*

Name: GREGORY J. KUREY

Title: SVP + General Counsel

Dated: 5/27/09



**EXHIBIT A**  
**PROJECT ORDER: NUMBER 1**

This Project Order (the "**Project Order**") is part of the Master Services Agreement (the "**Agreement**") between Chrysler LLC ("**Client**") and The Siegfried Group, LLP ("**Siegfried**") effective as of May 19, 2009. All work product created pursuant to this Project Order is subject to the terms hereof and the Agreement. Capitalized terms used herein and not otherwise herein defined are used as defined in the Agreement.

**1. Project Scope:**

Siegfried Resources will:

- Provide assistance with the creation of analyses, schedules and management reports as requested to support the Controller's group and other critical areas;
- Assisting in the preparation of Schedule of Assets and Liabilities and Statement of Financial Affairs;
- Provide assistance with the monthly-close and consolidation processes;
- Provide research and interpretation of various accounting pronouncements;
- Provide assistance with the preparation of tax schedules and various analyses;
- Provide assistance to management with the preparation of bankruptcy schedules and statements of financial affairs and such other documentation;
- Provide assistance with the creation, monitoring and delivery of reports to be provided to various parties, including but not limited to debtors, management and stakeholders; and
- Performing such other services as may be requested by Client from time to time.

**3. Project Schedule:**

This Project Order is effective May 19, 2009. Siegfried Resources shall commence work as soon as reasonably practicable following the Bankruptcy Court's Order granting approval of Client's plan to retain Siegfried as a retained professional to provide the proposed Services.

Acknowledged and Agreed by the parties' duly authorized representatives, with the intention to be legally bound:

**CHRYSLER LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**THE SIEGFRIED GROUP, LLP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

