

## **AMENDMENT NO. 1 TO TRANSITION SERVICES AGREEMENT**

This AMENDMENT NO. 1, dated as of October 1, 2009 (this "Amendment"), to the Transition Services Agreement, dated as of June 10, 2009 (the "TSA"), by and between Old Carco LLC (f/k/a Chrysler LLC), a Delaware limited liability company (the "Company"), and Chrysler Group LLC (f/k/a New CarCo Acquisition LLC), a Delaware limited liability company ("NewCo"). All capitalized terms used but not defined herein have the meanings set forth in the TSA.

WHEREAS, the Company and NewCo wish to amend the TSA, as more fully set forth herein.

WHEREAS, this Amendment will be submitted for approval by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein, the sum of \$100,000.00 paid in hand to the Company and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The "license termination date" on Exhibit C of the TSA for Newark is hereby amended to extend such date to October 31, 2009.
2. Without limiting any rights, obligations or remedies of any parties to the TSA, at any time on or before December 31, 2009, all obligations of NewCo with respect to the Newark facility, or any portion thereof, including, without limitation, the obligations for Phase Out and Deactivation, the remedies contained in Section 7.5 of the TSA or to otherwise comply with Sections 7.2 and 7.8 of the TSA, shall be assignable by the Company and inure to the benefit of any future owner of Newark without the consent of NewCo, upon written notice to NewCo.
3. This Amendment shall be void and of no further force and effect if the Bankruptcy Court does not approve this Amendment.
4. Except as expressly provided herein, all of the terms and provisions in the TSA are and shall remain in full force and effect, on the terms and subject to the conditions set forth therein. This Amendment does not constitute, directly or by implication, an amendment or waiver of any provision of the TSA, or any other right, remedy, power or privilege of any party to the TSA, except as expressly set forth herein.
5. This Amendment shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted successors and permitted assigns. Subject to the preceding sentence, nothing herein, express or implied, is intended to or shall be deemed to confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.
6. This Amendment may not be amended except by an instrument in writing signed by each of the parties hereto.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, excluding (to the extent permissible by law) any rule of law that would cause the application of the laws of a jurisdiction other than the State of New York.
8. Without limiting any party's right to appeal any order of the Bankruptcy Court, each party hereby irrevocably (a) submits to the exclusive jurisdiction of the Bankruptcy Court, for the purpose of any action or proceeding arising out of or relating to this Amendment, (b) each party hereto hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in the Bankruptcy Court and (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Bankruptcy Court, including a motion to dismiss on the grounds of forum non conveniens. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County for the resolution of any such claim or dispute. Each of the parties hereto irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Amendment, on behalf of itself or its property, by personal delivery of copies of such process to such party. Such service shall be in lieu of any other potentially applicable requirement of service, including, without limitation, the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters. Nothing in this Section 8 shall affect the right of any party to serve legal process in any other manner permitted by law.
9. This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
10. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, then to the maximum extent permitted by Law, all other conditions and provisions of this Amendment shall nevertheless remain in full force and effect.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

OLD CARCO LLC

By: R. E. Kolka  
Name: Ronald E. Kolka  
Title: Chief Executive Officer

CHRYSLER GROUP LLC


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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

OLD CARCO LLC

By: \_\_\_\_\_  
Name: Ronald E. Kolka  
Title: Chief Executive Officer

CHRYSLER GROUP LLC

By:  \_\_\_\_\_  
Name: Holly E. Leese  
Title: Sr. Vice President & General  
Counsel