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Exhibit B

The Life, Disability and Health Care Benefits program

Modified Article I



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Exhibit B

(101) Article 1. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 1. Establishment of the Program

Incorporated by reference in the collective bargaining agreements dated ~~October 12, 2011~~ (September xx, 2015) between ~~Chrysler Group LLC~~ FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

The Life, Disability and Health Care Benefits Program (also known herein as "Program" or "Insurance Program") consists of the arrangements hereinafter provided for with regard to group life insurance (including optional group life insurance, and dependent group life insurance), group accidental death and dismemberment insurance (including optional group accident insurance), and group sickness and accident, group reinstated sickness and accident, group extended disability benefits and group hospital, surgical, medical, prescription drug, dental, vision and hearing aid benefits, each of which will become effective as provided in Section 2. hereof, for employees as to whom the collective bargaining agreement to which this Program is attached applies. This Insurance Program shall continue so long as that collective bargaining agreement is in full force and effect.

The benefits provided for in this Program shall be in lieu of and in substitution for any and all other plans providing for insurance, disability benefits, payments or coverage of any kind or nature to employees, retired employees and surviving spouses, for death, sickness, accident, or disability and for hospital, surgical, medical, prescription drug, dental, vision or hearing aid expenses or services of any kind or nature, in which the Company participates other than benefits required by law for occupational death or disability, Federal Social Security benefits, ~~and the Chrysler Group LLC Salaried Employees' Retirement Income Plan dated April 30, 1941, as amended, the Chrysler Group LLC FCA US LLC Pension Trust Plan dated August 1, 1944, as amended, and the Chrysler Group LLC Supplemental Pension Plan for Salaried Employees dated January 1, 1951, as amended.~~

The Company shall be under no obligation by reason of this Program except in good faith to endeavor to obtain the coverages referred to herein, and to pay its share of the premiums or subscription charges therefore and to fulfill any obligations it undertakes in the group policies, contracts, or arrangements providing the coverages referred to in this Program.

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Any and all references in this Program to an employee or to employees shall include only employees as to whom the collective bargaining agreement to which this Program is attached applies, but shall not include retired employees and the surviving spouses of retired employees for the purposes of Section 3.C.(2) Health Care Benefits of this Article and Article III in its entirety.

Although the benefits as set forth in this Program shall apply to all employees, ~~certain employees and the benefits for which they~~ the following employees are eligible are specified in M-13. Memorandum of Understanding, UAW-Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement, Attachment A, Sections I and III ("MOU"):

- a. Non-skilled classified employees hired or rehired on or after October 29, 2007, and
- b. Skilled trade classified employees hired or rehired on or after October 12, 2011, and
- c. Dundee Engine Plant employees hired or rehired on or after October 12, 2011, and
- d. Salaried bargaining unit employees hired or rehired on or after April 15, 2010, and
- e. All employees whose employment becomes subject to the Engineering, Office and Clerical Agreement on or after January 1, 2017, and who, immediately prior to that employment, were:
 - 1. Non-skilled classified employees hired or rehired on or after October 29, 2007, or
 - 2. Skilled trade classified employees hired or rehired on or after October 12, 2011, or
 - 3. Dundee Engine Plant employees hired or rehired on or after October 12, 2011, or
 - 4. Non-represented employees, regardless of date of hire.

The benefits described in this Program shall apply to these employees except to the extent provided for under the MOU.

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Exhibit B

(102) ARTICLE I - THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 2. Program Effective Date

Any reference in this Program to the Effective Date of this Program or to the Effective Date shall be construed to mean ~~October 12, 2011~~ September xx, 2015 and the provisions of this Program with regard to group life insurance, group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall, except as otherwise expressly provided herein, become effective on the Effective Date; and the provisions of this Program with regard to group hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage shall, except as expressly otherwise provided herein, become effective for each locality providing such coverage on ~~October 12, 2011~~ (September xx, 2015) or such date thereafter as may be practicable for the locality. Until the applicable respective provisions of this Program become effective in accordance with the above sentence and except as otherwise expressly provided herein, the applicable provisions of the Insurance Program incorporated by reference in the collective bargaining agreements dated October ~~2012, 2007~~ 2011 between the Company and the UAW shall continue in effect, but no change in benefits thereunder shall result from any adjustments in pay rates provided for in the collective bargaining agreement to which this Program is attached, prior to October ~~2012, 2007~~ 2011. Notwithstanding the provisions in Article III, Section 1., all changes in coverage resulting from a change made in this Program from the Program in effect immediately prior to the Effective Date shall become effective in accordance with the first sentence of this Section, subject to Section 3. D. (2) below.

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Exhibit B

(103C) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 3. C. State and Federal Laws

C. State and Federal Laws

(1) Disability Benefits

The provisions of this Insurance Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall not be applicable to employees who are or become subject to the laws of jurisdictions in which the laws now or hereafter may prescribe benefits, by whatever name called, and which laws are not pre-empted by the Employee Retirement Income Security Act of 1974, as amended (ERISA), for employees who are disabled by non-occupational sickness or accident, or similar disability. In that event, compliance by the Company with such laws shall be without prejudice to its rights and privileges under ERISA and shall be deemed full compliance with the provisions of this Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance with respect to employees in such jurisdictions. Notwithstanding the foregoing, and without prejudice to its rights and privileges under ERISA, the Company will endeavor to continue to make available for employees in California, New Jersey and New York but at no cost to employees group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance coverage (with such changes as may be required from time to time by changes in the law or regulations or rulings) and will make available to employees subject to such laws, whether in California, New Jersey, New York or elsewhere, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance coverage as nearly equal as practicable to that provided under the applicable insurance policies referred to in Article II. hereof; provided, that approval of:

(a) the insurance coverage now in force or to be made available as compliance by the Company with the laws applicable, and

(b) the contents of the insurance policy and the contract forms of such coverage, is obtained and continuously maintained from the proper governmental authorities in the jurisdiction involved and, to the extent required, from the Michigan Insurance Department; and provided further that the cost to the Company of making such coverage available in such jurisdiction is not greater than the cost to the Company would have been if it had made available group sickness and accident insurance, group reinstated sickness and

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accident insurance and group extended disability insurance to the same group of employees under the applicable insurance policies.

(2) Health Care Benefits

In the event that any federal health security act or any other federal or state law, other than a workers' compensation or occupational disease law, is hereafter amended or enacted requiring that hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid coverage, or any combination thereof, be afforded for employees, or surviving spouses of certain deceased employees not eligible to retire or prescribing hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid benefits, or any combination thereof, for employees or surviving spouses of certain deceased employees not eligible to retire, and if such law is not pre-empted by ERISA, Article III, Section 1. of this Program shall not be applicable to employees or surviving spouses of certain deceased employees not eligible to retire subject to that law. In that event, compliance with such law shall be without prejudice to the Company's rights and privileges under ERISA and shall be deemed compliance with the provisions of Article I. of this Program, with respect to employees or surviving spouses of certain deceased employees not eligible to retire coming within that law. Notwithstanding the foregoing, and without prejudice to its rights and privileges under ERISA, if as a result of such laws, the level of benefits provided for any group of employees, surviving spouses of certain deceased employees not eligible to retire or their eligible dependents is generally lower than the corresponding level of benefits under Article III. of this Program, the Company shall upon mutual agreement with the Union make available to such employees, ~~retired employees~~, surviving spouses or their eligible dependents hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage or supplemental coverage so that the total benefits provided will be as nearly equal as practicable to those referred to in Article III. of this Program with such contributions by employees, or surviving spouses of certain deceased employees not eligible to retire as are mutually determined to be consistent with the contributions established in such Article III. provided that approval of:

(a) such group insurance coverage or supplemental insurance coverage as compliance by the Company with or as permitted by such law, and

(b) the contents of the insurance policy and contract form of such group coverage or supplemental coverage, is obtained and continuously maintained from the proper governmental authorities in the jurisdiction involved, and, to the extent required, from the Michigan Insurance Department.

Subject to the provisions of the Program and to the extent required by applicable law:

(a) payments or contributions for coverages made with respect to an enrollee will be made in accordance with any assignment of rights made by or on behalf of such enrollee as required by a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act;

(b) when enrolling an individual or determining or making payment for coverages with respect to such individual, the Program will not take into account the fact that such

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individual is eligible for or is provided assistance under a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act; and

(c) in any case where the Program is legally liable for payment for items constituting medical assistance which have been paid for by a State plan approved under the applicable provisions of the Federal Social Security Act, the Program will make payment for such medical assistance in accordance with the applicable provisions of OBRA 93.

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Exhibit B

Group Life and Disability Insurance

New Article II

(202) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 2. Survivor Income Benefit

A. Transition Benefit

(1) Eligibility

A Transition Benefit will be paid to the survivor or survivors, as defined herein, of an employee (which term for purposes of paragraphs A. and B. of this Section only, shall include an employee retired on a permanent and total disability pension under the Pension Plan who has not attained the age of 65) who dies while insured for group life insurance under this Program, provided there are survivors living to receive it. The benefit will commence on the first day of the month following the death of the employee, and continue for not more than 24 months.

(2) Definitions

(a) A "Class A Survivor" means the ~~widow~~ spouse of a deceased male employee and a "Class B Survivor" means the ~~widow's~~ spouse of a deceased female employee, but only if the survivor was legally married to the deceased employee ~~for at least one year~~ immediately prior to the employee's death.

(b) A "Class C Survivor" means any child of the deceased employee who at the time a Transition Benefit first becomes payable to him is both unmarried and either (i) under 21 years of age, or (ii) at least 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under the clause (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of his death, but such child shall cease to be a Class C Survivor upon marrying, or if not totally and permanently disabled upon reaching his or her 25th birthday;

(c) A "Class D Survivor" means a parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support;

(3) Benefit Amount

The amount of the Transition Benefit shall be \$700 (\$650 with respect to an employee at work on September 29, 2003 through September 14, 2007 and \$600 with

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respect to employees at work prior to September 29, 2003), for any month for which no eligible survivor or survivors of the deceased employee are eligible for an unreduced old-age benefit, survivor's benefit not reduced because of age or disability benefit under the Federal Social Security Act as now in effect or as hereafter amended (hereinafter called the Federal Social Security Act), and shall be \$375 (\$350 with respect to an employee at work on September 29, 2003 through September 14, 2007 and \$325 with respect to employees at work prior to September 29, 2003), for any month for which any eligible survivor or survivors are eligible for such a benefit under the Federal Social Security Act, except that for months in which two or more survivors share a Transition Benefit immediately following the death of the employee, each survivor's share is computed as a fraction of the Transition Benefit that would be paid to him as a sole survivor, according to his own eligibility for Social Security benefits:

(4) Benefit Payment

The Transition Benefit shall be provided without employee contribution and shall be paid as follows:

(a) if the employee is survived by a Class A Survivor or by a Class B Survivor, the monthly income shall be payable to such survivor; provided, however, that a Class A or Class B Survivor shall not be paid the monthly income for any month for which a higher surviving spouse benefit is payable to the Class A or Class B Survivor under Section (9) of the Pension Plan, and surviving spouse benefits so paid shall be counted as if paid under this Section for the purpose of determining the maximum number of Transition Benefit payments payable; if the employee is not survived by a Class A Survivor or a Class B Survivor, the monthly income shall be payable to the employee's Class C Survivors, but if the employee is not survived by a Class C Survivor, to the employee's Class D Survivors;

(b) if a Class A or Class B Survivor dies while monthly income payments are still payable, any remaining payments will be made, in equal shares, to the employee's then surviving Class C Survivors; but if none are then surviving, in equal shares to the employee's then surviving Class D Survivors; but if none is then surviving, no further monthly income payments shall be made;

(c) if a Class C Survivor dies while monthly income payments are still payable, and if any other Class C Survivors are still alive, the monthly income which the deceased Class C Survivor had been receiving shall be paid in equal shares to the then surviving Class C Survivor;

(d) if a Class C Survivor dies while monthly income payments are still payable, and if he is not survived by another Class C Survivor, any remaining payments will be made, in equal shares, to any Class D Survivors then surviving, but if no Class D Survivor is then surviving, no further monthly income payments shall be made;

(e) if a Class D Survivor dies while monthly income payments are still payable, and if he is survived by another Class D Survivor, the monthly amount which the deceased Class D Survivor had been receiving shall be added to the amount being received by the surviving Class D Survivor; and

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(f) if a Class D Survivor dies while monthly income payments are still payable, and he is not survived by another Class D Survivor, no further monthly income payments shall be made;

B. Bridge Benefit

A Bridge Benefit will be paid to a Class A Survivor or the Class B Survivor, both terms as defined above, ~~who was 45 years of age or more on the date of death of an employee or whose age (to the nearest 1/12) when combined with the employee's years of credited service under the Pension Plan, both of which shall be determined as of the date of the employee's death, total 55 or more, and who has received 24 monthly payments of the Transition Benefit.~~

(1) Benefit Amount

A Bridge Benefit of \$700 per month (\$650 per month with respect to an employee at work on September 29, 2003 through September 14, 2007 and \$600 with respect to employees at work prior to September 29, 2003), will be payable as described below;

(a) the Bridge Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Benefit is paid, unless at that time the Class A or Class B Survivor is eligible to receive Mother's Insurance Benefits or a comparable benefit for a father, whether or not called a Father's Insurance Benefit under the Federal Social Security Act, in which case payment of the Bridge Benefit shall be deferred until the Class A or Class B Survivor ceases to be eligible to receive such Mother's Insurance Benefits or a comparable benefit for a father, whether or not called a Father's Insurance Benefit; provided, however, that a Class A or Class B Survivor of an employee shall not be paid the Bridge Benefit for any month for which a higher surviving spouse benefit is payable to the Class A or Class B Survivor under Section (9) of the Pension Plan; and

(b) the Bridge Benefit will not be paid beyond the earliest to occur of the following:
(i) the death or remarriage of the Class A Survivor or Class B Survivor or (ii) attainment by the Class A Survivor or Class B Survivor of age 62 (age 62 and one month if such survivor receives an initial Social Security Old-Age Insurance Benefit which is paid during the second month following the survivor's 62nd birthday) or such lower age at which full Widow's or Widower's Insurance Benefits become payable under the Federal Social Security Act.

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Exhibit B

(203) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 3. Optional Group Life Insurance

Any reference in this Section to same-sex domestic partner, including the definition of spouse, shall be governed by the Discontinuation of Same Sex Domestic Partner Status contained in letter C-41.

A. Employee Optional Group Life Insurance

(1) Eligibility Date

An employee, other than a salaried employee, shall become eligible for optional group life insurance on the later of (a) the day active employment commences, and (b) the day the employee becomes an hourly employee. The date the employee becomes eligible for optional group life insurance shall be hereinafter referred to as the employee's eligibility date.

(2) Enrollment and Effective Dates

The employee's optional group life insurance shall become effective as set forth below:

(a) If the employee enrolls on or before his eligibility date or during the 31-day period following his eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made.

(b) If the employee enrolls subsequent to the 31st day following his eligibility date, or if the employee becomes insured for optional group life insurance and later decides to enroll for a higher amount of insurance as set forth in (3) below, the employee must furnish evidence satisfactory to the Insurance Company (i) of his good health, or (ii) that he has had an increase in family status because he has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In the event the insurance company approves the evidence, insurance will become effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, provided that in the case of (ii) above, the change in status is still in existence.

(c) In any event, for an employee to become insured initially or for a higher amount of insurance, he must be actively at work on the date the insurance or higher amount of

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insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided he is then still eligible as set forth in (1) above.

(d) If the employee becomes insured for optional group life insurance and later enrolls for a lower amount of insurance as set forth in (3) below, the lower amount of insurance will become effective on the first day of the calendar month following the month in which the employee's payroll deduction is adjusted based on monthly contributions for the lower amount of insurance, whether or not the employee is then actively at work.

(3) Amount of Insurance

The employee may elect a level of coverage from the schedules of optional group life insurance as contained in the Life Insurance Administration Manual. As of January 1, ~~2004~~2016, all employees may elect up to ~~\$150,000~~200,000 of Optional Group Life Insurance. Employees may elect higher coverage (up to \$500,000), but can not elect coverage that exceeds 10 times the employee's annual base salary.

(4) Contributions

The employee shall contribute the full cost of optional group life insurance. Contributions shall be payable monthly in advance through payroll deductions while actively at work. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement is set forth in the Life Insurance Administration Manual.

When the employee attains a birthday which places him in a higher age bracket, the monthly contribution will change on the first day of the calendar month following the month in which such birthday occurs.

(5) Benefit Payment

If the employee dies from any cause while insured for optional group life insurance, the amount of such insurance shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made as indicated on the records of the insurance company.

Optional Group Life Insurance shall be paid in one lump sum.

Terminally Ill Employees and Retirees

Effective January 1, 2004, terminally ill employees and retirees may elect to receive a portion of their life insurance proceeds in advance of their deaths. The amount of life coverage that remains in force will be reduced by the amount paid out under the accelerated benefits option. Accelerated benefits may be paid to an employee or retiree only once.

Under this option insured employees and retirees who are diagnosed with a terminal condition may receive a one-time lump sum payment up to the maximum amount

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allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent. Under this provision, "terminal illness" means an injury or sickness expected to result in death within one year without any reasonable prospect of recovery as determined by the insurer, its medical staff or a qualified party selected by the insurer.

The accelerated benefit will be calculated on the amount of life insurance in force when application for the benefit is made, except the maximum benefit would be such maximum amount allowed under the insurance policy, but in no event shall such maximum amount allowed be less than fifty (50) percent, of the continuing group life or ultimate amount for any employee or retiree whose benefit is in the process of reducing when application is made or whose benefit will begin to reduce during the one-year life expectancy period.

The option will not apply to the following:

(1) Individuals who are cash paying for life insurance coverage while a grievance is pending or while on layoff or leave of absence;

(2) permanently and totally disabled individuals who have already drawn on their life insurance benefits;

(3) individuals who have irrevocably assigned their life insurance; and

(4) when all or a portion of the life insurance is to be paid to a former spouse as part of a divorce agreement.

The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

This insurance is term insurance without cash, loan or paid-up values.

(6) Continuation of Insurance

An employee may continue optional group life insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with (4) herein, subject to the following time limits:

(a) For twelve months, if the employee is on an approved personal leave of absence;

(b) For the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;

(c) For the period, not to exceed twelve months (twenty-four months for an employee who has ten or more years of seniority as of the last day worked prior to layoff), equal to that for which he may be covered for non-contributory coverage under Article I.,

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Section 3.E.(1) of this Program, and thereafter for twelve additional months, if the employee is laid off;

(d) For the period equal to the lesser of (i) his period of disability or (ii) his seniority, if the employee is on an approved disability leave of absence; and

(e) For the period of retirement. Monthly contributions, payable in advance, will be taken through pension deductions.

(7) Cessation of Insurance

Optional group life insurance shall automatically cease on the earliest of the following:

(a) If the employee or retired employee fails to make a required contribution for optional group life insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(b) The date of discontinuance of optional group life insurance under the Program.

(8) Conversion Privilege

Upon written application made to the insurance company within 31 days after the date of cessation of the employee's optional group life insurance because of cessation of the employee's eligibility for optional group life insurance (unless such cessation was due to discontinuance of optional group life insurance under the program), the employee shall be entitled to have an individual policy of life insurance only, without disability or accidental means death benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy.

The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of optional group life insurance on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the employee dies during such 31-day period, the insurance company shall pay to the employee's beneficiary of record, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued.

(9) Data

Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding Optional Life Insurance:

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(a) Number of employees insured, by age (5-year brackets) and insurance schedule, during December in the preceding calendar year;

(b) Total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus or deficit, at the end of the preceding calendar year;

(c) Number of claims paid, by age (5-year brackets) and insurance schedule, during the preceding calendar year.

(10) Procedure for Review of Denied Claims

If a claim for optional group Life Insurance is denied, a notice will be sent explaining the reason for the denial. If there are any questions concerning the denial, inquiry should be made within 60 days from the date the claim was denied to the office that denied the claim, furnishing all information supporting the appeal. The appeal will be reviewed by that office and a reply made within 60 days after receipt of the appeal.

B. Dependent Optional Group Life Insurance

(1) Eligibility Date

An employee, other than a salaried employee, shall become eligible for dependent group life insurance on the later of (a) the day active employment commences, and (b) the day the employee becomes an hourly employee, provided that the employee has at least one eligible dependent as defined in (3) below. If the employee does not then have such a dependent, he shall become eligible for dependent group life insurance on the day this condition is first met. The date the employee becomes eligible for dependent group life insurance shall be hereinafter referred to as the employee's eligibility date.

(2) Enrollment and Effective Dates

The employee's dependent group life insurance shall become effective as set forth below:

(a) If the employee enrolls on or before his eligibility date or during the 31-day period following his eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made.

(b) If the employee enrolls subsequent to the 31st day following his eligibility date, or if the employee becomes insured for dependent group life insurance and later decides to enroll for higher amounts of insurance, as set forth in (4) below, the employee must furnish evidence satisfactory to the Insurance Company of each dependent's good health. In the event the Insurance Company approves the evidence, insurance will become effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, with respect to those persons whose evidence has been approved and who are still eligible dependents, as defined in (3) below.

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(c) If the employee becomes insured for dependent group life insurance and later enrolls for lower amounts of insurance as set forth in (4) below, the lower amounts of insurance will become effective on the first day of the calendar month following the month in which the employee's payroll deduction is adjusted based on monthly contributions for the lower amounts of insurance.

(3) Definition of Dependent

A dependent shall mean the spouse or child of the employee as defined below:

(a) "SpouseDependent" means: The employee's spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B.

(b) "ChildDependent" means: Any unmarried child (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B while such child is in custody of and dependent upon the employee's spouse or same sex-domestic partner and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status, or (v) who was eligible hereunder on the date of the employee's death and following the death of the employee resides with the surviving spouse or same-sex domestic partner of the employee, for whom the surviving spouse or same-sex domestic partner provides principal support as defined by the Internal Revenue Code of the United States, and was reported as a dependent on the employee's surviving spouse's or same-sex domestic partner's most recent income tax return or who qualifies in the current year for dependency Tax Status. A child as defined in (i), (ii), (iii), (iv), or (v) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

(c) Any child of the employee who does not meet the qualifications in (b) above may continue to be covered provided such child meets the age (which will be no less than the end of the month in which such child attains age 26), residency and marital status requirements of the insurance company.

For the purposes of dependent life insurance continued as set forth in (7), (b) herein, a child born after the employee's death shall be an eligible dependent only if such child is the issue of the surviving spouse's marriage to the deceased employee, and was

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conceived prior to such employee's death. Any such child shall be eligible on the same basis as a child born prior to the employee's death.

The definition of dependent used in this Appendix shall apply only to the dependent group life insurance set forth herein and shall be entirely independent of any such definition used for the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage set forth in Article III of the Program.

(4) Amount of Insurance

No increase in the amount of insurance in force on account of any dependent will occur after the employee's death.

(5) Contributions

The employee shall contribute the full cost of dependent group life insurance. Contributions shall be payable monthly in advance through payroll deductions while actively at work. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement, (regardless of the number of dependents ~~children~~ on whose account the employee is insured), is as set forth in the Life Insurance Administration Manual.

When the employee attains a birthday which places him in a higher age bracket, the monthly contribution for spouse coverage will change on the first day of the calendar month following the month in which such birthday occurs.

In the case of dependent group life insurance continued after the employee's death, the surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B shall contribute the full cost of such insurance. The spouse or same-sex domestic partner must make the required contributions directly to the Insurance Company. For spouse coverage, the monthly rate of contribution for any such surviving spouse or same-sex domestic partner will be determined under the applicable Schedule, based on the progressing age of the deceased employee, as though he continued to be living; provided however, that for deaths on or after October 14, 1996, the monthly rate of contribution for spouse coverage will be determined based on the progressing age of the surviving spouse or same-sex domestic partner. For child coverage, the monthly rate of contribution will be that which is the current contribution amount for child coverage as set forth in the Life Insurance Administration Manual.

(6) Payment of Benefits

(a) If a dependent dies from any cause while the employee is insured for dependent group life insurance, the amount of such insurance in force on account of the dependent shall be paid to the employee. Payment shall be made in a lump sum. The employee's insurance certificate shall set forth the procedure for payment of insurance in case a dependent dies subsequent to the death of the employee.

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(b) If a dependent child dies from any cause while dependent group life insurance is being continued as set forth in (7), (b) herein, the insurance in force on account of the dependent child shall be paid in a lump sum to the surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B of the employee.

(c) If the surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B dies from any cause while dependent life insurance is being continued as set forth in (7), (b) herein, the insurance in force on account of the surviving spouse or same-sex domestic partner shall be paid to the spouse's or partner's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse or same-sex domestic partner. Payment shall be made in a lump sum.

(d) The surviving spouse's or same-sex domestic partner's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the dependent.

(e) In no event will more than one claim be paid hereunder on account of the death of any insured person.

(f) This insurance is term insurance without cash, loan or paid-up values.

(7) Continuation of Insurance

(a) An employee may continue dependent group life insurance after the last month for which a payroll deduction was made, while on layoff, leave of absence or retirement, by paying the required monthly contribution in accordance with (5) herein, subject to the following time limits:

(i) For twelve months, if the employee is on an approved personal leave of absence;

(ii) For the period of the leave, if the employee is on an approved leave of absence to work for the International or Local Union;

(iii) For the period, not to exceed twelve months (twenty-four months for an employee who has ten or more years of seniority as of the last day worked prior to layoff), equal to that for which he may be covered for non-contributory coverage under Article I, Section 3., E. (1) of this Program, and thereafter for twelve additional months, if the employee is laid off;

(iv) For the period equal to the lesser of (1) his period of disability or (2) his seniority, if the employee is on an approved disability leave of absence; and

(v) For the period of retirement.

(b) In the event an employee dies while insured for dependent group life insurance, the insurance in force as of the date of the employee's death may be continued only by the surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B for

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~~the surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B of an employee for themselves and any dependent child(ren), as set forth in Section III.~~

(8) Cessation of Insurance

(a) An employee's dependent group life insurance shall automatically cease on the earliest of the following:

(i) The date the employee or retired employee ceases to have a dependent as defined in (3) above.

(ii) If the employee or retired employee fails to make a required contribution for dependent group life insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iii) The last day of the calendar month in which the employee terminates employment.

(iv) The date of discontinuance of dependent group life insurance under the Program.

(b) Any dependent group life insurance continued in accordance with the provisions of (7), (b) herein, shall automatically cease on the earliest of the following:

(i) The date of the surviving spouse's remarriage or the same-sex domestic partner is no longer eligible under the provisions of the negotiated agreements and Letter C-41 of Exhibit B.

(ii) The date the surviving spouse or same-sex domestic partner dies.

(iii) If the surviving spouse or same-sex domestic partner fails to make a required contribution as set forth above when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iv) The date of discontinuance of dependent group life insurance under the Program.

(c) The dependent group life insurance on account of any dependent shall, in any case, automatically cease on the day immediately preceding the date such person ceases to be a dependent as defined in (3) herein.

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(9) Conversion Privilege

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the dependent group life insurance on account of such person because of:

(a) The employee's death or cessation of the employee's eligibility for dependent group life insurance unless such cessation was due to discontinuance of dependent group life insurance under the Program, or

(b) Cessation of dependent group life insurance in accordance with (8) herein, or

(c) Such person's ceasing to be a dependent as defined in (3) herein, such person shall be entitled to have an individual policy of life insurance only, without disability or accidental means death benefits, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy.

The amount of such individual policy shall be equal to (or at the option of such person less than) the amount of dependent group life insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of life insurance dies during such 31-day period, the insurance company shall pay benefits in accordance with (6) herein, as though the insurance had been in force, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

(10) Data

Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding dependent life insurance:

(a) Number of employees insured, by age (5-year brackets) and insurance schedule, during December in the preceding calendar year;

(b) Total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus or deficit, at the end of the preceding calendar year;

(c) Number of claims paid, by age (5-year brackets) and insurance schedule (distinguishing between spouse and child), during the preceding calendar year.

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(11) Procedure for Review of Denied Claims

If a claim for dependent group life insurance is denied, a notice will be sent explaining the reason for the denial. If there are any questions concerning the denial, inquiry should be made within 60 days from the date the claim was denied to the office that denied the claim, furnishing all information supporting the appeal. The appeal will be reviewed by that office and a reply made within 60 days after receipt of the appeal.

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Exhibit B

(205) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 5. Employee Optional Group Accident Insurance

Any reference in this Section to same-sex domestic partner, including the definition of spouse, shall be governed by the Discontinuation of Same Sex Domestic Partner Status contained in letter C-41.

A. Eligibility Date

An employee shall become eligible for optional group accident insurance as described herein for the amounts of insurance therein described, on the later of (1) the day active employment commences, and (2) the day the employee becomes a UAW-represented employee covered by this Collective Bargaining Agreement. The date the employee becomes eligible for optional group accident insurance shall be hereinafter referred to as the employee's eligibility date.

B. Enrollment and Effective Dates

The employee's optional group accident insurance shall become effective as set forth below:

(1) If the employee enrolls on or before the employee's eligibility date, insurance becomes effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made.

(2) If the employee enrolls subsequent to the employee's eligibility date, or if the employee becomes insured for optional group accident insurance and later decides to enroll for a higher amount of insurance as set forth in C. below, insurance will become effective on the first day of the calendar month following the month in which the employee's first payroll deduction is made, provided the employee is then still eligible as set forth in A. above.

(3) In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work on the date the insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided the employee is then still eligible as set forth in A. above.

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(4) If the employee becomes insured for optional group accident insurance and later enrolls for a lower amount of insurance as set forth in C. below, the lower amount of insurance will become effective on the first day of the calendar month following the month in which the employee's payroll deduction is adjusted based on monthly contributions for the lower amount of insurance, whether or not the employee is then actively at work.

C. Amount of Insurance

The employee may elect either employee coverage or family coverage. Coverage must be purchased in units of \$10,000. Employees may buy a principal sum of up to ten (10) times annual base pay, rounded to the next \$10,000, up to a maximum benefit of \$1,000,000.

(1) Loss of Life or a Bodily injury.

If the employee sustains an accidental bodily injury which results in one of the following losses within 365 days of the accident, the following schedule applies:

Loss of life.....	The Principal Sum
Loss of both hands or both feet.....	The Principal Sum
Loss of one hand and one foot.....	The Principal Sum
Loss of entire sight of both eyes.....	The Principal Sum
Loss of speech and hearing.....	The Principal Sum
Loss of the entire sight of one eye and one hand or foot.....	The Principal Sum
Loss of one hand or one foot.....	One-Half The Principal Sum
Loss of the entire sight of one eye.....	One-Half The Principal Sum
Loss of speech or hearing.....	One-Half The Principal Sum
Loss of thumb and index finger (of the same hand).....	One-Quarter The Principal Sum

If the employee elects family coverage, both the employee and eligible family members are insured; if there are no dependents, the spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B is covered for an amount equal to sixty percent (60%) of the employee's coverage. If there is no spouse, each eligible dependent is covered for twenty percent (20%) of the employee's coverage. If both a spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B and dependent(s) are covered, the spouse or same-sex domestic partner is covered for an amount equal to fifty percent (50%) of the employee's coverage and each dependent is covered for an amount equal to fifteen percent (15%) of the employee's coverage.

Benefits under this provision will not be paid under any circumstances for more than one of the losses, the greatest, sustained by the covered employee or covered family member as the result of any one injury.

"Loss," as used with reference to hand or foot, means complete severance through or above the wrist or ankle joint; as used with reference to eye, means irrecoverable loss of the entire sight thereof; as used with reference to speech and hearing, means entire and irrecoverable loss of speech and hearing; and as used with reference to thumb and index finger, means complete severance through or above metacarpophalangeal joints.

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For losses sustained on or after October 14, 1996, the benefits described in C. (2) through (7) apply:

(2) Paralysis Benefits

If an insured employee sustains an accidental bodily injury that results in permanent paralysis within 365 days of the accident, the following schedule applies:

Quadriplegia The Principal Sum
Paraplegia Three-Quarters The Principal Sum
Hemiplegia One-Half The Principal Sum

If the employee elects family coverage and there are no dependents, the spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B is covered for an amount equal to sixty percent (60%) of the employee's coverage and, if there is no spouse or same-sex domestic partner, each eligible dependent is covered for twenty percent (20%) of the employee's coverage. If there is a spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B and dependent(s), the spouse or same-sex domestic partner is covered for an amount equal to fifty percent (50%) of the employee's coverage and each eligible dependent is covered for fifteen percent (15%) of the employee's coverage. If an insured employee sustains an accidental bodily injury that results in a permanent paralysis within 365 days of the accident, and less than The Principal Sum is payable by reason of such loss, and the insured employee thereafter suffers a greater loss as a result of the same accidental bodily injury within such 365 day period following the accident, the excess benefit amount will be payable.

(3) Comatose Benefit

If an insured employee sustains an accidental bodily injury that results in a lapse into a comatose state within 365 days of the accident, a benefit equal to two percent (2%) of the Principal Sum shall be payable on the 32nd day of the coma and each month thereafter for a maximum of 50 months, or until death, if earlier, at which time any balance would be paid. If the employee regains consciousness, benefits shall cease and coverage for optional group accident insurance would resume only upon re-enrollment and payment of premiums.

If the employee elects family coverage, the spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B is covered for an amount equal to fifty percent (50%) of the employee's coverage and each other eligible dependent is covered for ten percent (10%) of the employee's coverage.

(4) Special Education Benefit

If family coverage has been elected and the insured employee dies as a result of a covered accident, an additional benefit in the amount of up to five percent (5%) (up to ten percent (10%) effective January 1, 2004) of the employee's Principal Sum (subject to a maximum of \$6,000 (subject to a maximum of \$20,000 effective January 1, 2004) per year for up to four years will be paid for each eligible dependent child enrolled within 365 days of the death of the employee as a full-time student in an accredited college or university.

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This benefit is payable annually for a maximum of four consecutive years, providing the eligible child consecutively continues his/her education as a full-time student. Benefits beyond the first year require evidence that the child has successfully completed all academic requirements of the prior school year.

No payment will be made for room, board, or other living, traveling, or clothing expenses and, if there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

(5) Special Child Care Center Benefits

If family coverage has been elected, upon the death of an insured employee or insured spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B from a covered accident, the beneficiary will receive an additional benefit in the amount of five percent (5%) of the employee's Principal Sum (subject to a maximum of \$6,000 (subject to a maximum of \$7,500 effective January 1, 2004) per year for up to four years for each eligible dependent child, under the age of 13, enrolled (or who becomes enrolled within 90 days) in a qualified child care center.

If there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

(6) Spousal or Same-Sex Domestic Partner Occupational Training Expense

If family coverage is elected and the insured employee dies as a result of a covered accident, a surviving spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B who participates in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which the spouse or same-sex domestic partner would not have sufficient qualification otherwise, will be reimbursed for expenses actually incurred up to 5% of the employee's Principal Sum (Subject to a maximum of \$6,000). Effective January 1, 2004, the spouse or same-sex domestic partner will be reimbursed for expenses actually incurred up to ten percent (10%) of the employee's Principal Sum (subject to a maximum of \$20,000) for up to four (4) years.

To be reimbursed, such expenses must be reasonable and necessary and must be incurred within three (3) years (four (4) years as of January 1, 2004) of the date of the death. No payment will be made for room, board, or other living, traveling, or clothing expenses.

(7) Common Disaster Benefit

If family coverage is elected and an insured employee and insured spouse or same-sex domestic partner suffer a loss of life in the same covered accident, or separate covered accidents which occur within 48 hours of each other (common disaster), the amount payable by reason of the spouse's or same-sex domestic partner's death will equal the amount payable by reason of the insured employee's death. The common disaster benefit for the insured employee and insured spouse will not exceed \$1,000,000.

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For losses sustained on or after January 1, 2000, the benefit described in (8) and (9) below also shall apply:

(8) Seat Belt & Air Bag Benefit

If an insured dies as a result of a covered accident in which their seat belt was properly used, an additional benefit shall be paid. The benefit paid for the proper use of a seat belt will be an amount equal to 10% of the Principal Sum, subject to a maximum of \$25,000. If an air bag is deployed for the seat in which the insured occupied and while properly using a seat belt, an additional benefit amount of 10% of the Principal Amount, subject to a maximum of \$25,000, will also be paid.

(9) Repatriation Expense Benefit

If the insured suffers loss of life as the result of a covered accident, a repatriation benefit, in the amount of \$2,500 (\$5,000 effective January 1, 2004), will be paid for the preparation and transportation of his/her body to the city of his/her principal residence, provided the death occurred at least 100 miles away from his/her principal residence.

For losses sustained on or after January 1, 2004, the benefit described in (10), (11) and (12) below also shall apply:

(10) Brain Damage Benefit

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life which include: bathing, dressing, continence, transferring, eating and toileting.

Brain Damage must manifest itself within 30 days of the injury, insured requires a hospitalization of 5 days and brain damage persists for 12 consecutive months after the date of injury. 100% of the full amount is payable.

(11) Exposure and Disappearance Benefit

Exposure and Disappearance is defined as loss of life due to exposure to natural or chemical elements will be deemed to be accidental if the exposure was a direct result of an accident.

If a person disappears as a direct result of the accident, wrecking or sinking of the conveyance in which he or she was an occupant; and there is no contrary evidence about the circumstances of the disappearance within one year of the accident, the disappearance will be deemed an accidental death.

Benefit level will be the full in-force amount.

(12) Travel Assist

Travel assistance will be provided to employee or eligible dependents for the following types of services:

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- Emergency medical assistance including medical evacuation, medically supervised repatriation, replacement of lost medication, hospital admission service, medical consultation, and critical care monitoring;

- Emergency message transmission, emergency transportation to join patient, return of mortal remains, as well as legal and transportation services.

D. Exclusions

The policy does not cover loss caused or contributed by:

1. Suicide or self-destruction or any attempt thereof, whether sane or insane;
2. Bodily infirmity, sickness or disease;
3. Medical or surgical treatment (except medical or surgical treatment necessitated only due to an injury);

4. War, declared or undeclared, or any act of war except while the insured person is outside the United States and Puerto Rico on Company assignment or while insured dependents are outside the United States and Puerto Rico because of the insured's assignment;

5. Injury sustained while serving in the armed forces of any country, for which period premiums will be refunded; provided, however, that a member of an Organized Reserve Corps or National Guard Unit shall be covered during short periods of training or participation in public ceremonies.

6. Injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft. This policy covers riding as a passenger but not as an operator or crew member, in or on, boarding or unloading from any aircraft having a current and valid airworthiness certificate or any transport-type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by any similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world. Persons who are not members of the operating crew of any aircraft, who are engaged in testing, measuring, calibrating, and similar operations, shall be considered passengers and not crew members;

7. The insured person's act of aggression, participation in a felonious enterprise, or illegal use of drugs.

E. Contributions

The employee shall contribute the full cost of optional group accident insurance. Contributions shall be payable monthly in advance through payroll deductions while actively at work. If an employee chooses to continue coverage upon retirement, monthly contributions, payable in advance, will be taken through pension deductions. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement, is set forth in the Life Insurance Administration Manual.

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F. Definition of Dependent

"Dependent" means:

(a) The employee's spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B.

(b) Any unmarried child (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse or same-sex domestic partner while such child is in the custody of and dependent upon the employee's spouse or same-sex domestic partner and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee, but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status. A child as defined in (i), (ii), (iii), or (iv) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

(c) Any child of the employee who does not meet the qualifications in (b) above may continue to be covered provided such child meets the age (which will be no less than the end of the month in which such child attains age 26), residency and marital status requirements of the insurance company.

No person may be considered a dependent of more than one employee.

The definition of dependent used in this Section shall apply only to the optional group accident insurance set forth herein and shall be entirely independent of any such definition used for benefits as set forth in the Life, Disability and Health Care Benefits Program or any other Program.

G. Payment of Benefits

(1) If an employee dies as a result of accidental death while the employee is insured for optional group accident insurance, the amount of such insurance in force shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made as indicated on the records of the insurance company.

When the insurance company receives notice of the beneficiary change, the change then relates back to and takes effect as of the date the employee signed such

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notice, according to the date shown thereon, whether or not the employee is living when the insurance company received such notice, but without prejudice to the insurance company on account of any payment it may have made before receipt of such written notice.

In the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the optional group accident insurance will be paid to the employee's wife or husband or same-sex domestic partner as defined in Letter C-41 of Exhibit B, if living; if not living, equally to the employee's surviving children; if none survive, to either the employee's mother or father, or to both equally if both survive; if there are no such survivors, to the employee's estate.

(2) If a covered spouse or same-sex domestic partner as defined in Letter C-41 of Exhibit B or other dependent dies as a result of accidental death while insured for optional group accident insurance, the amount of such insurance in force on account of the dependent shall be paid in a lump sum to the employee (the employee is the beneficiary for optional group accident insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case a dependent dies subsequent to the death of the employee.

(3) All other indemnities are payable to the injured person suffering the loss.

H. Cessation of Insurance

For an employee, optional group accident insurance shall automatically cease on the earlier of the following:

(1) If the employee fails to make the required premium contribution for optional group accident insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(2) The date of discontinuance of optional group accident insurance under the Insurance Program.

For a dependent, other than in the instance of the death of an employee, optional group accident insurance shall automatically cease on the earliest of the following:

(1) On the date of termination of the employee's insurance.

(2) On the date the dependent ceases to be an eligible dependent as defined in herein.

(3) On the date ending the period for which the last premium payment is made for dependent's insurance.

(4) The date of discontinuance of optional group accident insurance under the Insurance Program.

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For a dependent, in the event an employee dies while enrolled in the family coverage option, optional group accident insurance shall automatically cease on the earliest of the following:

(1) On the date the dependent ceases to be an eligible dependent as defined in Section VI herein.

(2) On the date the surviving spouse remarries or the same-sex domestic partner is no longer eligible under the provisions of the negotiated agreements and Letter C-41 of Exhibit B.

(3) On the date of discontinuance of optional group accident insurance under the Insurance Program.

(4) On the expiration of twelve (12) months following the date of the employee's death.

I. Continuation of Insurance

(1) Employee

An employee may continue optional group accident insurance after the last month for which a payroll deduction was made, while on layoff or leave of absence, by paying the required premium contribution to the insurance company within 31 days of the last month covered by payroll deductions and on the first of each month thereafter, in accordance with the following:

a. Layoff

If an employee is laid off, coverage may be continued for the period, not to exceed twelve months (twenty-four months for an employee who has ten or more years of seniority as of the last day worked prior to layoff), equal to that for which the employee may be covered for non-contributory coverage under Article I, Section 3., E., (1) of this Program, and thereafter for twelve additional months.

b. Leave of Absence

If the employee is on an approved personal leave of absence, coverage may be continued for up to twelve months after the last month for which a payroll deduction was made.

c. Approved Disability Leave of Absence

If an employee is on an approved disability leave of absence, coverage may be continued for the period equal to the lesser of (i) the employee's period of disability or (ii) the employee's seniority.

d. Approved Union Leave of Absence

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If the employee is on an approved leave of absence to work for the International or Local Union, coverage may be continued for the duration of the leave.

(2) Retired Employee

A retired employee enrolled as of the last day worked may continue a portion of coverage by paying the required premium contributions. Contributions shall be payable monthly in advance through pension deductions. The required monthly contribution, which is not subject to change during the duration of this Collective Bargaining Agreement, is set forth in the Life Insurance Administration Manual.

If eligible, coverage up to \$150,000 or the amount in force as of the last day worked, whichever

is less, may be continued. This amount cannot be increased, but may be decreased or cancelled at any time. Coverage may be changed from retired family coverage to retired employee coverage, but cannot be changed from retired employee coverage to retired family coverage.

Retired employees and their dependents are ineligible for loss of speech and hearing, loss of speech or hearing, loss of thumb and index finger benefits, or benefits described in C., (4), (5), or (6) above.

J. Data

Each year the Company will furnish or will request the Insurance Company to furnish the Union the following information regarding Optional Group Accident Insurance:

- (1) The number of employees insured, by insurance schedule, during December in the preceding policy year.
- (2) The number of retirees insured, by insurance schedule during December in the preceding policy year.
- (3) Number of claims paid by insurance schedule (separately for employees and retirees), during the preceding policy year.
- (4) Total premiums paid, claims paid, claims pending, liability for unreported claims, claims incurred and surplus or deficit for the preceding policy year.

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Exhibit B

(206A) Article II. The Life, Disability and Health Care Benefit Program-Section 6. A. Eligibility

The group sickness and accident insurance policies referred to in Article I. hereof or any group sickness and accident insurance policy or policies issued in lieu thereof shall, for the period of this Program, include the following:

A. Eligibility and Commencement of Benefits

(1) Eligibility Criteria

In order to be eligible for sickness and accident benefits for either non-occupational or occupational injuries, an employee must meet the following criteria:

- (a) become totally and continuously disabled while insured for sickness and accident benefits;
- (b) be unable to perform all duties of the employee's occupation;
- (c) be under the continuous care of a legally licensed physician who certifies the employee's total disability; and
- (d) On a timely basis, furnish notice of claim, provide satisfactory proof of disability applying evidence-based medicine guidelines and provide a duration that meets accepted disability duration guidelines to the Insurance Company.

Claims denied under the provisions of 1.(d) above will be jointly reviewed by the International UAW and the Company and upon agreement by the parties, subject to a physician review. An employee denied benefits may request a review of such denial pursuant to Article I, Section 3 H (2).

(2) Commencement of Benefits

Non-occupational sickness and accident benefits are payable beginning on the first normal working day of accident disability or after the third normal working day of sickness disability (excluding as waiting days Saturdays and Sundays or, for employees on seven day operations, such other days as are not normal working days);

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(3) Benefit Rate

Sickness and accident benefits are payable as provided below, following the waiting period as described in (2) above, in weekly benefit amounts determined from the Schedule of Benefits set forth in Article II, Section 9 hereof, except that the benefit amount shown in the Schedule if Benefits will be reduced by 25% for any period the employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained;

(4) Occupational sickness and Accident Benefits

Benefits shall be made available to insured employees for occupational disability arising out of and in the course of any employment on the same terms as would have applied if the disability had been non-occupational in nature but in a weekly benefit amount equal to the amount by which the non-occupational weekly benefit exceeds the weekly amount (whether commuted or not and whether compromised or not as a redemption award or otherwise) that the employee by complying with the provisions thereof, would be entitled to receive for time lost from work under any applicable workers' compensation or occupational disease law (not counting payments specifically for hospitalization, surgical, or medical expenses, payments or specific allowances for loss, or 100 percent loss of use, of member or disfigurement, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Section are payable), payable as provided in A. hereof;

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Exhibit B

(206F) Article II. The Life, Disability and Health Care Benefit Program-Section 6. F. Successive Disability

F. Successive Disability

A new period of disability will be established when:

(1) A disability absence due to the same or related cause as the last disability absence, and is separated from the previous absence by at least ~~fourteen (14)~~ thirty (30) consecutive days of continuous, active on-roll service; or

(2) A disability absence is entirely unrelated to the cause of the previous absence and begins after return to active work with the Company.

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Exhibit B

Group Hospital, Surgical, Medical
Drug, Dental, Vision and Hearing
and Coverage

Modified Article III



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Exhibit B

(301) ARTICLE III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 1. Eligibility For Coverage

A. Employee

The Company will make suitable arrangements for eligible employees to participate in the hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage, referred to in this Article III.

The Company will contribute monthly for each such employee who elects such hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage the applicable group premium or subscription charges for coverage for (a) self (b) 2 party or (c) family; provided, however, that the Company's contributions toward an alternative plan will not exceed the rates for the Standard Care Network option unless the Company at its option waives this limitation in whole or in part. Where permitted under the policy or contract under which such employee is covered, the Company may permit such employee to elect hospital, surgical, medical, prescription drug and hearing aid (but not dental or vision) coverage for sponsored dependents. Such employee shall pay the entire cost of coverage for sponsored dependents.

B. Surviving Spouse of Certain Employees

(1) The Company will make suitable arrangements for a surviving spouse of an employee who was actively at work on or after October 29, 1979 whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, to participate in the coverages for which the employee was eligible at date of death as a part of the groups covered thereby, subject to availability of coverage; provided, however, such coverage shall terminate upon the remarriage or death of the surviving spouse.

The Company will contribute monthly for each such surviving spouse who elects such hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage the applicable group premium or subscription charges for coverage for (a) self (b) 2 party

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or (c) family; provided, however, that the Company's contributions toward an HMO or any similar alternative health delivery options for hospital, surgical, medical, prescription drug, vision and hearing aid coverage will not be greater than the amount which the Company would have contributed had the surviving spouse been enrolled in the applicable local Blue Cross-Blue Shield Plan or another carrier group plan underwritten by an insurance company unless the Company at its option waives this limitation in whole or in part; and provided further, however, that the Company's contributions for coverage under this paragraph for the month the surviving spouse becomes age 65 and subsequent months shall be made only for months that the surviving spouse is enrolled for Medicare Part B. The Company may, from time to time, request that such surviving spouse attest to the eligibility status of the children towards whose coverage the Company contributes. If the surviving spouse fails to comply with such request, the Company may reduce the surviving spouse's coverage to that of "self," unless it can be demonstrated that the survivor had an eligible child or eligible children. Where permitted under the policy or contract under which a surviving spouse is covered, the Company may permit such surviving spouse to continue hospital, surgical, medical, prescription drug and hearing aid (but not dental or vision) coverage for those sponsored dependents who were enrolled for coverage at the time of the employee's death. Such surviving spouse shall pay the entire cost of coverage for sponsored dependents.

For the month the surviving spouse becomes age 65 and subsequent months during which the surviving spouse is not enrolled for Medicare Part B, the surviving spouse may continue for (a) self (b) 2 party or (c) family who were enrolled for coverage at the time of the employee's death, the hospital, surgical, medical, prescription drug and hearing aid (but not dental or vision) coverage by contributing monthly the entire group premium or subscription charges applicable to such continued coverage.

(2) The Company will make suitable arrangements for the surviving spouse of a deceased employee who was not eligible to retire at the time of the employee's death, provided they were legally married for at least one (1) year immediately prior to the employee's death and do not meet the criteria in (1) above, to continue for self, 2 party or family who were enrolled for coverage at the time of the employee's death, the hospital, surgical, medical, prescription drug and hearing aid (HSMDH) coverage (but not dental or vision) referred to herein as a part of the groups covered, provided they meet the criteria as indicated in (2)(a) below.

(a) The surviving spouse who, as of the employee's date of death, is age 45 or older or whose age when combined with the employee's years of credited service or company seniority on the date of death total 55 or more, will be eligible for twelve (12) months of Company subsidized COBRA HSMDH coverage beginning the first of the month following the month in which the employee died. Company subsidized COBRA coverage will continue for an additional six (6) months for surviving spouses of employees with ten (10) or more years of credited service or company seniority. After such Company subsidized COBRA coverage ends, the surviving spouse may continue HSMDH coverage by paying the full COBRA premium amount for the remaining months of COBRA for a maximum of thirty-six (36) months after the employee's death.

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(b) If the surviving spouse does not meet the criteria in (1) or (2a) above, the surviving spouse may continue HSMDH COBRA coverage by paying the full COBRA premium amount for up to thirty-six (36) months beginning the first of the month following the month in which the employee died.

(c) The surviving spouse described in (a) and (b) above enrolled in dental and vision coverage at the time of the employee's death may continue coverage by paying the full COBRA premium amount for up to thirty-six (36) months.

C. Post-Retirement Health Care Benefits

Pursuant to the terms of the Settlement Agreement dated June 10, 2009 between Chrysler Group LLC and the UAW, and approved by the United States Bankruptcy Court Southern District of New York, certain retirees are eligible for coverage under the UAW Retiree Medical Benefits Trust, (the "Trust"), as determined by the Trust. Accordingly, post-retirement health care coverage is not provided by the Company to employees upon retirement, except as noted below.

Eligibility for, and the terms of post- retirement medical benefits for employees who would be eligible, but for the UAW represented service requirement and whose immediate employment prior to becoming a UAW represented employee was as a non-represented employee of the Company, will be based on total years of service with the Company and the applicable plan for retiree medical benefits for non-represented employees.

D. Same-Sex Domestic Partner Benefits

Any reference in this Article to same-sex domestic partner, including the definition of spouse, shall be governed by the Discontinuation of Same-sex Domestic Partner Status contained in letter C-41 of Exhibit B.

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FINANCIAL CARE ASSOCIATES

Exhibit B

(303A) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 3. A. Standard Plan Option

A. Standard Care Network Option

This option provides health care coverages described herein with predetermination and review procedures required in order to receive full benefits for certain covered services. These procedures include but are not limited to predetermination, concurrent utilization review, retrospective utilization review and focused utilization review as set forth herein.

(1) Benefit Plan Arrangements

Under the Standard Care Network option, the Company shall make arrangements for employees, surviving spouses and their dependents to participate in group health care coverages under the following conditions:

(a) The Company will arrange for employees in Michigan actively on the payroll of the Company to participate in hospital, surgical and medical coverages provided under the National Account Program, as specified in Section 4. below:

(i) with revised provisions, as have been agreed upon between the parties, and included herein or in the Administration Manual, and;

(ii) with provision for the Blue Card Program (or another carrier's program) and the benefits it provides as of April 1, 1995, for coverage of professional and facility benefits and payments to providers on behalf of eligible employees and surviving spouses including eligible dependents, outside the local carrier area.

(iii) with provision to provide benefits for mental health and substance abuse services in accordance with the terms and conditions as set forth in Section 5. to this Program, except that benefits for outpatient and physicians office services for persons not covered by the provisions of Section 5. are shown below:

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Maximum of fifteen (15) outpatient and physician's office psychiatric care visits per individual per calendar year payable at 100%as follows:

<u>Visits</u>	<u>Percent Payable</u>
1-5	100%
6-10	90%
11-15	75%

(b) The Company shall continue its arrangements to make available to employees, eligible surviving spouses and eligible dependents the Prescription Drug coverage, including the Maximum Allowable Cost program provisions, provided under the National Account Program, as specified in the Administration Manual. ~~Effective January 1, 2012:~~

(i) a \$6.00 co-payment amount for each separate generic; a \$12.00 co-payment for each separate brand prescription; and a \$17.00 co-payment for each separate erectile dysfunction (ED) prescription order and refill purchased on a retail basis. Specialty medications must be filled through the Pharmacy Benefit Manager (PBM) specialty pharmacies. Coverage will be provided for a one-month supply of disposable syringes and needles for injection of insulin when prescribed with a one-month supply of insulin.

(ii) a \$12.00 co-payment amount for each separate generic; a \$17.00 co-payment for each separate brand; and a \$21.00 co-payment for each separate ED prescription order and refill purchased on a mail order basis. Specialty medications must be filled through the PBM specialty pharmacies. Coverage will be provided for a three-month supply of 100 disposable syringes and needles for injection of insulin when prescribed with a three-month supply of insulin. Such mail order prescription drug benefit will be available to all employees and surviving spouses. Supplies up to 90 days may be prescribed; and,

(iii) certain prescription drugs that have been identified by the carrier are covered at retail, at the applicable co-payment for up to a 34-day supply, for an original prescription and up to two (2) additional for the refills. Enrollees must obtain additional refills (beyond 2) by mail order. If the enrollee chooses to continue to obtain refills through the retail network, the enrollee shall be responsible for 100% of the discounted cost of the drug. The carrier will maintain a list of these drugs and update the list on a regular basis.

(iv) for a covered multi-source brand name drug (a medication no longer covered by patent and for which chemically equivalent versions can be manufactured or marketed), the Program will pay at the generic level at retail and mail order. If an enrollee chooses to receive the brand name drug, the enrollee shall pay the appropriate generic co-payment plus the full difference in plan cost between the generic and the brand name drug.

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(v) on the initial script (retail or mail), if the brand name drug is dispensed at the physician's discretion, the enrollee shall pay the brand name co-payment plus the difference (up to a maximum of \$10.00) in cost between the generic drug and the brand name drug. Enrollees or their physicians may request a review of the medical necessity of a brand name drug dispensed at the physician's discretion. If the review substantiates that the brand name drug was medically necessary, the enrollee shall be responsible for the appropriate brand name co-payment for the duration of the prescription and any amount paid in excess of the brand name co-payment, on the initial script, shall be refunded to the enrollee. If the medical necessity of the brand name drug was not established, the enrollee shall be responsible on subsequent prescriptions for the generic co-payment plus the full difference in plan cost between the generic and the brand name drug. For drugs that are classified as having a narrow therapeutic index by the FDA, the enrollee shall be responsible for the brand name co-payment. A pre-notification process will be used to communicate potential changes to the enrollee.

(vi) the following additional exclusions and limitations shall apply for all enrollees: a) Dapoxetine shall not be covered, b) non-sedating antihistamines shall not be covered, c) covered vitamins and essential minerals include, and are limited to, prenatal vitamins for females under the age of 49, Vitamin D derivatives prescribed to treat renal disease, Vitamin K prescribed for bleeding conditions, long-acting Niacin for treating heart conditions and potassium chloride.

(c) The Company shall continue its arrangements to make available the dental expense benefits set forth in Section 6. to this Program under arrangements made with Delta Dental Plan of Michigan.

(d) The Company shall continue its arrangements to make available the vision expense benefits set forth in Section 7. to this Program for employees, ~~Co-Op Optical Services, Inc./National Vision Administrator~~. Davis Vision and other local plans will provide vision expense benefits as agreed to between the parties in lieu of those benefits set forth herein.

(e) The Company shall continue its arrangements to make available the hearing aid expense benefits set forth in Section 8. to this Program under arrangements made with Blue Cross and Blue Shield of Michigan or another local health carrier.

(2) Supporting Documents and Practices

(a) The hospital, surgical, medical, prescription drug, vision and hearing aid coverages provided in this item A. for employees in Michigan shall be provided as a part of the National Account Program referred to in Section 4. below, and shall include the benefits provided as of October 12, 2011 and the administrative practices and interpretations described in the Administrative Manual referred to in Section 4., National Account Program.

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(b) The Company will arrange to make available as a part of the National Account Program referred to in Section 4. below, for employees outside Michigan actively on the payroll of the Company, through local Blue Cross and/or Blue Shield plans (or other carriers) in areas where benefits are now being provided by such carriers, in areas where benefits may be provided by other carriers, hospital, surgical, medical, prescription drug, vision and hearing aid benefits as nearly equal as practicable to but, except upon mutual agreement between the Company and the Union, not in excess of or less than below those provided for employees in Michigan, subject to the condition that carriers of other organizations may be selected by mutual agreement of the Company and the Union.

(c) Hospital, surgical, medical, prescription drug, vision and hearing aid coverages for employees shall be provided under a National Account Program by agreement between the Company and Blue Cross and Blue Shield of Michigan (or another carrier), hereinafter referred to as "Control Plan." The Control Plan shall have responsibility for assuring that uniform coverages are provided for employees outside Michigan enrolled in local Blue Cross and Blue Shield carriers (or other carriers) as provided under this item A.

(d) Modifications of hospital, surgical, medical, prescription drug, vision, hearing aid and dental coverages resulting from the collective bargaining negotiations should not be interpreted to remove or limit any previously existing coverage except where more limited coverage has been specifically provided.

~~(3) Conversion Privilege~~

~~Any individual who is no longer eligible to continue hospital, surgical or medical coverages under the Program, shall be offered an opportunity to obtain other available coverage, on a self-paid basis, from the carrier with whom enrolled at the time eligibility terminated. Such conversion privilege shall not apply to prescription drug, vision, hearing aid or dental coverages. An individual wishing to exercise this privilege shall make application to the carrier within thirty (30) days of termination of eligibility under this Program.~~

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(303B) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 3. B. Alternative Health Care Plans or Arrangements

B. Alternative Health Care Plans or Arrangements

By mutual agreement between the Company and the Union, another underwriter or group of underwriters may be substituted for any underwriter or group of underwriters now or hereafter providing any group hospital, surgical, medical, prescription drug, vision, hearing aid, or dental coverages, or any combination thereof. In addition, by the mutual agreement of the parties, alternative plans of benefits with limited numbers of providers may be implemented, including narrow networks or other innovative health care delivery models, and substituted for the benefits as provided in the Preferred Provider Organization option, Health Maintenance Organization option or the Standard Care Network Plan option. Such arrangements can be implemented for diagnostic radiology in addition to durable medical equipment and prosthetic and orthotic appliances, prescription drugs, vision, mental health and substance abuse care, and such others as may be agreed upon by the Company and the Union.

The Company has made arrangements for employees in certain areas to be provided the option to subscribe to alternative plans, including but not limited to health maintenance organizations (HMO's) and preferred provider organizations (PPO's) as a partial or complete substitute for the coverages provided above. The coverages provided under such alternative plans shall not be limited to a standard benefit package. Each individual option shall be offered only by mutual agreement between the Company and the Union.

All PPOs made available to employees will be required to attain accreditation from either the National Committee For Quality Assurance (NCQA) or the Utilization Review Accreditation Commission (URAC) on or before September 14, 2007. All HMOs made available to employees will be required to apply for National Committee for Quality Assurance review and to attain at least provisional accreditation. Any PPO or HMO which does not have the required accreditation will not be made available during the next open enrollment. Provided, that a plan may be offered or retained by mutual agreement of the parties.

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All PPO's and HMO's shall also be required to publicly report NCQA, URAC, HEDIS and any other data that may be relevant to consumer information needs unless otherwise mutually agreed to by the parties.

These arrangements will be continued, subject to the continued availability and the enrollment requirements of such plans. These same arrangements will be extended to employees in other areas served by similar alternative plans by mutual agreement between the Company and the Union.

(1) Preferred Provider Organization Option

This option provides health care coverages through access to a panel of providers who have agreed to provide services under the terms of participation established by the preferred provider organization such as limits on fees, and controls on quality and utilization. In order to receive full benefits for certain services, such services must be obtained through the organization's panel of providers; except that benefits for mental health and substance abuse services shall be provided in accordance with the terms and conditions as set forth in Section 5. of this Program.

A preferred provider organization assumes responsibility for conducting utilization reviews, predetermination of services, or other reviews necessary to promote quality of care and control costs. A preferred provider organization may place the panel physician and other providers at financial risk through capitation, withholding of a percentage of fees, or other mechanisms, or if not, will have other means to monitor and control utilization by individual providers on a continuous basis.

A preferred provider organization assumes responsibility for selection and periodic evaluation of hospitals, physicians, pharmacists, laboratories and other providers to ensure sufficient numbers and types of providers who are geographically distributed to allow adequate access for enrollees.

A preferred provider organization assumes responsibility for providing the scope and level of benefits described herein, monitoring the appropriateness of referrals to non-panel providers, taking corrective action with respect to providers when necessary, and implementing other administrative processes as required by the Company.

Under the office visit provision, the enrollee shall be responsible for 50% payment of covered services at the network fee schedule. Amounts paid by enrollees related to office visits will not be applied to the out of pocket maximums.

Urgent care center (UCC) visits are subject to a \$50.00 co-payment for each visit to a network UCC for covered services. For covered services obtained at a non-network UCC, the enrollee is responsible for the network UCC co-payment plus possible additional amounts in excess of the network allowed amount. The carrier's payment to a non-network UCC will be the network allowed amount for the same service, or if less the actual charges, minus the network UCC co-payment. The UCC co-payment will be waived if the enrollee is transferred directly from the UCC to an Emergency Room (ER). In this situation, the provisions for ER co-payment will then apply.

ER visits are subject to a \$100.00 co-payment for each visit to an ER. The ER co-payment will be waived if the enrollee is admitted into the hospital directly from the ER to

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receive covered inpatient hospital services. If the enrollee receives covered ER services at a non-network provider and does not have the ability or control to select a network provider, the carrier will defend the enrollee on the basis that the allowed amount is the reasonable and customary reimbursement for the services or supplies in question. In such situations the enrollee is still responsible for the ER co-payment. The provisions for payment for covered services provided by a non-network provider as stated above are not applicable to ER coverage.

Payment for covered services provided by panel providers are subject to an \$150 single / \$300 family in network deductible. The following services will not be subject to the plan deductibles: Prescription drugs copay, office visit coinsurance, DME, P&O, MHSA, hearing, and certain preventive screenings. Preventive services are defined in Section 4D to include pap smear services, proctoscopic exam, mammography screening, PSA, early detection screening, immunization in (xxi), Hep C, well baby, and bone marrow screening.

Payment for covered services provided by non-panel providers, unless the employee, surviving spouse or eligible dependent is referred by a panel provider and prospectively approved by the PPO, will be 80% of the non-panel provider's reasonable and customary charges for the same service or, if less, the actual charges. The reimbursement to providers by the preferred provider organization will be reduced to reflect any waiver or forgiveness by a provider of the remaining 20%.

Under this paragraph, after the \$500 individual / \$1000 family out of network deductible has been met, the 80% out of network coinsurance limitation on payment for charges payable to non-panel providers by the preferred provider organization shall be applicable for all services received out of network with an unlimited out of pocket maximum.

Preferred provider organizations may seek Company approval to establish special contractual relationships with providers not otherwise included under the Program (e.g., freestanding ambulatory surgical centers), when it can be shown that doing so will improve quality of care and enhance cost competitiveness.

Preferred provider organization shall have the prescription drug provisions outlined in section A(1) (b) above.

(2) Health Maintenance Organization Option

This option provides coverages to enrollees through physicians, hospitals and other providers who have agreed to provide services under the terms established by the health maintenance organization to limit fees, assure quality and control utilization.

The types of coverages and the scope and level of coverages provided under this option may vary among health maintenance organizations and may be different than the coverages provided in A. (1), (2), except the co-payment levels outlined in section A (1) (b) (i) above that shall also be implemented January 1, 2012 for enrollees in the health maintenance organizations. HMO's shall have the prescription drug provisions outlined in Section A(1)(b) above but it is recognized that some HMO's may not be able to or may be

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unwilling to administer the prescription drug design. In the event this should occur, the parties will jointly agree upon a design that achieves comparable savings. In addition, benefits for mental health and substance abuse services shall be provided in accordance with the terms and conditions as set forth in Section 5. of this Program.

Most health maintenance organizations provide health care coverages (including preventive care) that generally are managed for the enrollee by a primary care physician. The primary care physician is responsible for referring the patient to other providers of services. If such referral is not obtained, the enrollee may be responsible for charges incurred.

Under this option, if an enrollee receives services from a non-health maintenance organization provider, in a non-emergency situation or without a referral, such services may not be covered provided, however, in situations where a valid prescription drug order is written by a dental service provider or a mental health/ substance abuse service provider, where these services are carved out, the HMO will recognize such prescription order as a covered service.

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Exhibit B

(304-A) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. A. Master Group Operating Agreement

A. Master Group Operating Agreement

~~The Company and Blue Cross and Blue Shield of Michigan have entered into an agreement designating Blue Cross and Blue Shield of Michigan as the~~
Control Plan. The parties, by mutual agreement, may select another control plan carrier during the term of this agreement. ~~The Control Plan has accepted the responsibility is~~
responsible for assuring that the hospital, surgical, medical, prescription drug, vision and hearing aid expense benefits under the National Account Program are provided, and to this end, ~~have accepted~~ must accept responsibility for the implementation and overall administration of the National Account Program.

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Exhibit B

(304-B) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. B. Applicability

B. Applicability

Hospital, surgical, medical, prescription drug, vision and hearing aid expense benefits shall be provided under the National Account Program described herein for all employees, surviving spouses and their eligible dependents subscribing for the Standard Care Network option under the Collective Bargaining Agreements.

With respect to all eligible enrollees ~~outside Michigan~~, the Company will arrange to make available as a part of the National Account Program, through local Blue Cross and/or Blue Shield carriers, or another carrier, in areas where benefits are now being provided by those carriers, and by other carriers, in areas where benefits may be provided by other carriers, hospital, surgical, medical, prescription drug, vision, and hearing aid benefits as nearly equal as practicable to (but, except upon mutual agreement between the Company and the Union, not in excess of or below) those provided for employees in Michigan, subject to the condition that plans of other organizations may, by mutual agreement of the Company and the Union, be substituted.

Under the National Account Program each local carrier under a written agreement with the Control Plan will provide uniform hospital, surgical, medical, prescription drug, vision and hearing aid benefits described herein in the local carrier's respective geographical area, except for those benefits which may be provided under alternative arrangements by mutual agreement of the Company and the Union. If local carriers agree to provide the benefits described herein, they shall do so in accordance with administrative practices and interpretations established by the Control Plan. If in any geographical area a local carrier fails to enter into the agreement as stated above, or fails to perform in accordance with its agreement, the Control Plan shall provide the benefits in the geographical area to the extent that the Control Plan does not arrange with a local carrier to do so.

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FINANCIAL CRIMINALS ASSOCIATION

Exhibit B

(304-C) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. C. Administration and Implementation

C. Administration and Implementation

It is the intent and expectation that all local Blue Cross and Blue Shield carriers, or another carrier serving the areas described will underwrite (assume the risk) and service (process claims) the specified National Account Program benefits in their respective geographical areas. Such Blue Cross and Blue Shield carriers, or another carrier, would be eligible to participate in the National Account Program if such carriers enter into formal participation agreements with the Control Plan.

If a carrier is restricted by local regulatory agencies or is otherwise unable or unwilling to underwrite any or all of the specified benefits of the National Account Program, this fact shall be formally reported by the Control Plan to the Parties.

If a local carrier does not underwrite and/or service the specified benefits, the Control Plan shall, unless the Parties mutually agree otherwise:

(1) Underwrite the specified benefits with the servicing being handled by the local carrier, or

(2) Underwrite those portions of the specified benefits not underwritten by the local carrier with the servicing being handled by the local carrier, or

(3) Underwrite and service the benefits in an area if the local carrier does not participate in any capacity, or

(4) Arrange for another local carrier in the region to underwrite and service the specified benefits, or

(5) Underwrite the specified benefits with the servicing being handled by another local carrier in the region.

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It is also the intent and expectation that the Control Plan and local carriers shall carry out their respective obligations as specified in E. below and that all local carriers participating in the National Account Program should comply with the policies and procedures established by the Blue Cross and Blue Shield, or another carrier Medical Necessity Project. This will include, but not be limited to, the policy of not reimbursing for routine diagnostic tests upon hospital admission.

The Control Plan shall accept responsibility for assuring that carriers are complying with these policies and procedures. The Control Plan shall monitor and evaluate each local carrier's compliance and shall report semi-annually to the Joint Insurance Committee.

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(304-D) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. D. Administrative Manual

(1) Contents

An Administrative Manual developed by Blue Cross and Blue Shield of Michigan or another carrier for the National Account Program for use by all participating local carriers shall be brought up to date as necessary. Blue Cross and Blue Shield of Michigan or another carrier shall have the sole responsibility for any necessary revisions of the Manual so as to describe the benefits specified in the Collective Bargaining Agreements. Among other things, the Manual should:

- (a) Explain the benefits and the regulations governing their payment.
- (b) Include the standardized administrative practices and interpretations which affect benefits.
- (c) List the limitations and exclusions of the coverage.
- (d) Define all those terms related to the programs provided (such as facility, physician, etc.).
- (e) Define eligibility for coverage as a dependent, including "Sponsored Dependents."
- (f) Describe procedures for status changes and terminations.
- (g) Define the data to be provided with respect to the operation of the National Account Program.

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(h) Describe the Coordination of Benefits and Reimbursement for Third Party Liability provisions.

(2) Amendment

(a) The Control Plan shall forward copies of any proposed Administrative Manual revisions to the Company and the Union. The Company and the Union, after joint discussion and review, will advise the Control Plan of any action to be taken regarding the proposed revisions. The Control Plan shall issue the official controlling revised edition of such Administrative Manual sections within 30 days of receipt of such advice of action.

(b) The following benefit additions, deletions or modifications for the SCN and PPO options have been incorporated in the Administrative Manual. Health Plan benefit enhancements effective January 1, 2008 and later will only be provided to employees who are active on or after September 15, 2007 and their covered dependents unless otherwise noted below in this section:

(i) Departicipating Hospitals

The Company will request Blue Cross and Blue Shield of Michigan, or another carrier in its capacity as Control Plan for the National Account Program to assure that each participating Blue Cross carrier, or another carrier institutes the following procedure in the event a hospital departicipates from its Blue Cross, or another carrier network.

(1) A carrier will give adequate notice at the earliest possible date to enrolled employees of a hospital's departicipation and of the payment arrangements in such a departicipating situation.

(2) For those patients already hospitalized before a hospital departicipates, full covered benefits will be paid until the end of the hospital stay or until the available days of care are exhausted.

(3) For patients admitted during the first 30 days after the initial date of each hospital's departicipation, full covered benefits will be paid for all admissions to such departicipated hospital until the end of the hospital stay or until the available days of care are exhausted. For patients admitted after such 30 days, the appropriate nonparticipating hospital rate shall apply, except as provided in 4. below.

(4) Upon admission in an emergency (as determined by the carrier) to a hospital that has departicipated, when the member cannot be safely moved to a participating hospital, the member will be entitled to full covered benefits during the first five days of the hospital stay. After five days from the date of such emergency admission, payment will be at the appropriate nonparticipating hospital rate. If at any time during such an admission

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the patient is moved to a participating hospital, payment may be made for the reasonable charges for ground ambulance transfer of up to 25 miles, upon approval of the attending physician and the carrier. This approval must be based on the physician's medical certification that the transfer will not endanger the patient's health and of carrier certification that the subsequent stay will be of sufficient duration to justify the transfer. If transfer to a participating hospital cannot be arranged, either because such a transfer would endanger the patient's health or because the subsequent stay would not be of sufficient duration to justify transfer, full covered benefits will be paid until the end of such hospital stay or until the available days of care are exhausted.

If such a hospital regains its participating status within six months after departicipating, the carrier will retroactively make payments for the balance of the hospital's reasonable charges (as determined by the carrier) for covered services for patients admitted during the period of departicipation. The carrier shall arrange that such payments relieve the patients of any further financial obligation with respect to covered services received during the departicipation period, and that any portion of such balance previously paid by the patient shall be refunded.

(ii) Nonparticipating Hospital Rate

Blue Cross or ~~local~~ another health carriers maximum payment for inpatient room and board charges with respect to nonparticipating general acute care hospitals (~~other than psychiatric hospitals~~) will be \$230 per day and payment for inpatient ancillary charges at such hospitals will be up to \$20 per day (a total of \$250 per day). It is further agreed that, upon implementation, the daily benefit rate supersedes other benefit arrangements for inpatient services in nonparticipating general acute care hospitals in all areas serviced by the carrier(s) except Massachusetts, Oregon and Virginia (Richmond).

Certain covered emergency services received in the outpatient department of a nonparticipating hospital will be paid on the same basis as if in a participating hospital. To qualify for payment, the claim must be for services related to a medical emergency or a serious bodily injury that requires immediate medical attention to avoid placing the enrollee's life in jeopardy, permanent damage to the enrollee's health or significant impairment of bodily functions. Treatment must be provided at the hospital immediately following the medical emergency or injury. Payment will not exceed the amount that would be paid to a participating hospital, and there can be no assurance that the payment will cover the entire amount billed by the hospital.

Present benefit arrangements shall continue to apply to admissions to nonparticipating hospitals which are not classified as general acute care hospitals.

When services are provided by a non-participating hospital eligible only for limited payment of covered services, payment for outpatient services shall be made up to \$35.00

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for each condition towards the hospital's regular charges for covered services, except as otherwise provided for treatment of certain medical emergencies and accidental injuries.

(iii) Outpatient Physical Therapy

Coverage is provided for physical therapy when performed in the outpatient department of a hospital or in an approved free-standing physical therapy clinic. This benefit is limited to 60 visits annually per condition. The benefit period is renewable each calendar year, immediately following surgery related to the condition for which outpatient physical therapy benefits were originally provided or following a distinct aggravation of the condition for which physical therapy has been rendered. Physical therapy, speech therapy, hearing therapy and/or functional occupational therapy provided in the same visit shall be counted as one visit toward the total visit limitation. The outpatient physical therapy benefit includes coverage for separately billed speech, hearing, and functional occupational therapy (whether or not provided in conjunction with physical therapy).

Effective January 1, 2012 Independent Occupational Therapists (IOTs) and Independent Speech and Language Pathologists ISLPs are covered in-network subject to applicable benefit plan design (deductible, coinsurance, out-of-pocket maximum and office visit coinsurance/ copayment).

In order for the IOTs and ISLPs to be covered they must meet Program Standards and be recognized by the state for direct reimbursement and be approved by the carrier for reimbursement for certain professional services in accordance with their training and licensure. The Program Standards shall include, but are not limited to, the requirements that the individuals be registered, certified and/or licensed as applicable under state law, be legally entitled to practice their specialties at the time and place services are performed, and that they render specified services which they are legally qualified to perform.

(iv) Body CAT Scans

Computerized Transaxial Tomography, is a covered benefit for diagnostic examinations of the head and certain parts of the body as approved by Medicare in those local carrier areas in which the Control Plan determines that controls have been established consistent with Control Plan criteria, including the requirement that benefits would be payable for body scans only when provided on equipment approved by a recognized area health planning agency or comparable approval organization.

The Company and Union will develop and implement a process, upon recommendation of the carriers, to review and approve, as may be necessary to meet the needs of covered persons in certain areas, CAT scanners, or other new imaging technology, including but not limited to Nuclear Magnetic Resonance Imaging and Positron Emission Transaxial Tomography, which do not meet the approval requirements specified in this Program.

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(v) Optional Second Surgical Opinion

Employees and their eligible dependents may voluntarily obtain a second opinion under the Optional Second Surgical Opinion Program.

Prior to proceeding with the surgery, it may be in the enrollee's best interest to receive another opinion about his/her condition, and in some cases, a second opinion may lead to alternative treatment. However, in order for the optional second surgical opinion to be paid for by the Company, the enrollee must make arrangements for the consultation through the Carrier's Pre-Determination Center. If the enrollee receives a Second Surgical Opinion, and with subsequent Plan approval, all services are covered in full, including the physician's consultation and any necessary x-ray and laboratory tests.

(vi) Durable Medical Equipment (DME)

~~Effective January 1, 2012~~ Coverage for durable medical equipment DME rented or ordered ~~on or after that date~~ shall be based on categories of equipment covered by Medicare ~~as of October 1, 2011~~.

~~Effective January 1, 2014~~ coverage for durable medical equipment rented or ordered ~~on or after that date~~ shall be based on categories of equipment covered by Medicare ~~as of October 1, 2013~~.

In addition, the following items are covered, subject to any stated conditions and to the other provisions of the Program and this section, although not Medicare-approved:

- (1) blanket supports (also known as cradles);
- (2) neuromuscular stimulators, if prescribed by an orthopedic or physiatric specialist;
- (3) positioning transportation chairs, prescribed as alternatives to traditional wheelchairs for children fourteen (14) years of age and under, who suffer from neuromuscular disorders, closed head injuries, spinal cord disorders or congenital abnormalities;
- (4) electromagnetic bone growth stimulators, prescribed as an alternative to bone grafting in cases of severe physical trauma involving non-union of long bone fractures (in excess of 90 days from the date of fracture), or failed bone fusion;

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(5) portable insulin infusion pumps, prescribed only when the diagnosis is insulin-dependent type I diabetes mellitus and there is documentation by the physician of poor diabetic control (i.e., widely fluctuating blood sugar before mealtime, frequent episodes of insulin reaction, evidence of frequent ketosis), or dependent-type I diabetes mellitus complicated by pregnancy.

(6) pressure gradient supports (also known as burn pressure garments) prescribed for circulatory insufficiency conditions to promote and restore normal fluid circulation in the extremity (up to four times annually for chronic conditions unless there is a change in physical condition such as a gain or loss of weight of the patient), and when prescribed to enhance healing and prevent scarring of burn patients;

(7) phototherapy (bilirubin) light with photometer, for patients under the age of one (1) having a diagnosis of hyperbilirubinemia;

(8) special features which, although not subject to review and approval under Medicare Part B, are necessary to adapt otherwise covered equipment for use by children;

(a) deluxe equipment or features which are not medically necessary for the treatment of the enrollee's condition and required in order for such enrollee to be able to operate the equipment, provided, however, that benefits are limited to the comparable cost of basic, standard equipment.

(b) continuous passive motion device for use on elbow and shoulder after surgical treatment.

(vii) Prosthetic and Orthotic Appliances

Effective October 1, 2007 coverage is provided for individually fitted arch supports used with a shoe that is not attached to a brace for enrollees. Coverage is limited to arch supports that are prescribed in writing by a physician for an orthopedic, neuromuscular, vascular or insensate foot condition (excluding flat feet) that has failed to respond to a course of appropriate conservative treatment (e.g., physical therapy, injections, anti-inflammatory medications), or when prescribed following foot surgery or trauma when the patient is receiving arch supports as a part of post surgical care. All arch supports must be obtained from a provider in the P&O program. No additional payment will be made for separately billed charges for fitting each arch support. Arch supports shall be covered once every 30 months and are limited to procedure codes L3020, L3030, and L3031.

~~Effective January 1, 2012 coverage for appliances (except for experimental or research appliances or devices) ordered and purchased on or after that date shall be based on appliances covered by Medicare as of October 1, 2011, provided that coverage~~

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for therapeutic shoes prescribed for diabetics not eligible for Medicare shall be limited to the diagnoses established by the Control Plan.

~~Effective January 1, 2014 coverage for appliances (except for experimental or research appliances or devices) ordered and purchased on or after that date shall be based on appliances covered by Medicare as of October 1, 2013, provided that coverage for therapeutic shoes prescribed for diabetics not eligible for Medicare shall be limited to the diagnoses established by the Control Plan.~~

The following items are covered subject to any stated conditions and to the other provisions of the Program and this Subsection, although not Medicare approved:

(1) any style of orthopedic footwear, other than a basic oxford, when the shoes are an integral part of a covered brace; and

(2) all orthopedic shoe inserts, arch supports, and shoe modifications, used with a shoe that is attached to a covered brace.

(3) Wigs and appropriate related supplies shall be a covered benefit for all enrollees subject to the limitations outlined below for those enrollees suffering hair loss from the effects of chemotherapy.

(a) for the first purchase of a wig and necessary related supplies (stand and tape) coverage will be provided up to \$200.

(b) thereafter, at intervals of not less than 12 months, coverage will be provided up to \$125 towards the purchase of a wig and necessary related supplies.

Process for Updating Durable Medical Equipment and Prosthetic and Orthotic Appliance Coverages

1. A procedure has been established for the ongoing periodic update of the durable medical equipment and prosthetic and orthotic appliance coverages.

2. Written notification of changes in Medicare Part B durable medical equipment and prosthetic and orthotic appliance coverages, and other recommendations for coverage changes, will be provided to the Company by the Control Plan. The notifications and recommendations shall include, but not be limited to, the following information:

(a) Quality of care, access and appropriate utilization concerns and proposed actions to resolve such concerns;

(b) Any item(s) being replaced by new item(s), and a plan for discontinuation of coverage for the replaced item(s); and

(c) Positive or negative impact on Program costs.

3. The Company will implement Medicare Part B coverage changes, and by mutual agreement with the Union, will review and approve or disapprove other Control Plan recommendations. When a change is made, an effective date will be established.

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4. The Control Plan will advise appropriate Carriers of any changes which are approved through this procedure, the effective dates, and any applicable administrative rules.

(viii) Speech Therapy for Children

Speech therapy for congenital and severe developmental speech disorders is a covered service for children under six (6) years of age, when not available through other public agencies (e.g., state, school, etc.), up to sixty (60) visits annually. Benefits are payable after attainment of age six (6) for continuous treatment which began prior to age six (6) up to the sixty (60) visit limit.

(ix) Medically Necessary Private Room

Hospital expense benefits shall be provided in private accommodations when medically necessary for conditions set forth in the revised National Account Program Administrative Manual pages, reviewed and agreed to by the parties.

(x) Hospice

The current National Hospice Care Program for the terminally ill will be continued. All covered persons except those enrolled in the Health Maintenance Organization option will be eligible.

Pre-hospice coverage will be provided for members and their families with a lifetime maximum of 28 visits. An enrollee is eligible for pre-hospice services by recommendation of a physician who certifies that the patient has been diagnosed with a terminal illness. The enrollee is admitted to the hospice program by order of a physician who certifies that the enrollee requires the type of care available through the hospice and that the enrollee has a life expectancy of twelve (12) months or less. Participation in the pre-hospice or the hospice program will not require the enrollee to waive curative care.

(xi) Plastic, Cosmetic and Reconstructive Surgery

Rhytidectomy shall be a covered procedure when there is secondary visual impairment resulting from conditions such as Bell's Palsy. In order for benefits to be payable, a medical review must result in the determination that secondary visual impairment exists and would be corrected by such surgery. Facility charges for non-covered plastic and cosmetic surgery are no longer covered.

(xii) Ambulance Services

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Coverage for ambulance services shall be provided under the following conditions:

- (1) Ambulance services must be medically necessary.
- (2) The provider of such ambulance services must meet Medicare criteria for approval.
- (3) Ambulance benefits are provided for local ground transportation for purposes of:
 - (a) transferring (one-way or round trip) of a hospital inpatient, or patient seen in the emergency room to another local hospital when lack of needed treatment facilities, equipment or staff physicians exists at the first hospital, or
 - (b) transporting (one-way or round trip) of a hospital inpatient to a non-hospital facility for examination with a covered CAT scan and the following conditions are met:
 - the services are not available in the hospital in which the individual is an inpatient or in a closer local hospital, and
 - the free-standing facility providing the treatment is approved by the state planning agency or comparable approval process.
 - (c) for services provided on or after January 1, 2000 and for purposes of emergency transportation of:
 - Transporting a patient one way from the scene of an emergency incident to the nearest available facility qualified to treat the patient.
 - Transporting a patient one way or round trip from the home to the nearest available facility qualified to treat the patient.
 - Medical emergency/accidental injury patients are provided one way transportation from the home to the facility. Return trip will not be considered medically necessary following stabilization.
 - Home-bound patients are provided round trip transportation from the home to the facility and back when medically necessary (other means of transportation could not be used without endangering the patient's health).

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Ambulance services by air or water shall be covered and limited to the transportation of an enrollee one way from the scene of an emergency incident to the nearest available facility qualified to treat the patient.

(4) A physician must prescribe the services which necessitate use of ambulance transportation for services described in (c), (i) and (ii) above.

(xiii) Sterilizations

Male and female sterilizations shall be covered irrespective of medical necessity. Sterilization reversals are not covered.

(xiv) Human Organ Transplant

Subject to the conditions listed below, Single Organ Transplants including Heart, Lung, Pancreas, Liver, Small Bowel, and Multi-Organ Simultaneous Transplants including Heart-Lung, Pancreas-Kidney, Small Bowel-Liver, and Liver-Kidney human organ transplants will be a covered benefit.

(a) The enrollee is accepted by the basic medical carrier as a transplant candidate.

(b) The transplant operation must be performed at a Center of Excellence approved by the carrier.

(c) Covered benefits for professional fees are limited to the maximum allowable payment for each transplant as determined by the carrier.

(d) Covered benefits will be reduced by any amount payable from other sources, such as foundations, grants, governmental agencies or programs, research or educational grants and charitable organizations.

(e) Except in emergency situations, each of these organ transplant procedures must receive predetermination approval that such transplant is appropriate and medically necessary. The predetermination review will be based on information provided by the patient's hospital and physicians, as well as other professional sources, such as medical publications, local and/or national medical opinions and professional group studies, as well as other criteria upon mutual agreement of the parties.

(xv) ~~Chrysler/UAW Foot Care Program~~

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~~Effective October 1, 2007, the National Foot Care Program shall be discontinued. All covered services shall be integrated into the basic Health Plan subject to the plan design (deductible, coinsurance, out of pocket maximum and office visit coinsurance as applicable).~~

(xvi) Technical Surgical Assistants

Technical surgical assistant services provided by a physician who actively assists the operating physician are covered when medically necessary and when related to covered surgical or maternity services. In order for the services of the assistant surgical physician to be covered, it must be certified that the services of interns, residents, or house officers were not available at the time.

(xvii) Pap Smear Services

Coverage is provided for laboratory and pathological services for one (1) routine Papanicolaou (PAP) smear per enrollee per calendar year to detect cancer of the female genital tract when prescribed by a physician. More frequent PAP smears will be covered only when specifically prescribed for one of the following conditions: previous surgery for a vaginal, cervical, or uterine malignancy; presence of a suspect lesion in the vaginal, cervical, or uterine areas as established through clinical examination; or a positive PAP smear leading to surgery and requiring a post-operative smear.

(xviii) Proctoscopic Examination

Proctoscopic examinations with biopsy are covered. Proctoscopic examinations without biopsy are covered once every three (3) calendar years after age 40 is attained.

(xix) Mammography Screening

Coverage is provided for routine mammography screening to detect breast cancer when prescribed by a physician. Benefits shall be provided in accordance with the following guidelines established by the American Cancer Society:

(1) a baseline mammogram between the ages of 35 and 39

(2) An additional mammogram for enrollees age 36-39 with a family history of breast cancer or other evidence of high risk; and

(3) a mammogram once each year for women age forty (40) and older; and

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(4) The equipment, including digital mammography to be used for such screening must be accredited by the American College of Radiology.

(xx) Prostate-Specific Antigen (PSA)

Coverage will be provided for a screening PSA (prostate-specific antigen) test once each calendar year for enrollees ages forty (40) and older, provided the test is performed in accordance with guidelines established by the American Cancer Society. PSA tests used to confirm a diagnosis of cancer or to track the progress of the disease and to determine the effectiveness of the treatment being given will continue to be covered regardless of age. Enrollees ages 30 and above with PSA levels greater than 20 ng/ml may receive a follow-up test within the same calendar year.

(xxi) Early Detection Screening and Immunization Program

Early Detection Screening coverage, age and frequency will be provided to enrollees as recommended by the U.S. Preventive Services Task Force (A or B) and the Centers for Disease Control and Prevention.

Immunization Coverage

Effective January 1, 2012, the following immunizations in children, adolescents and adults are covered as recommended by the Advisory Committee on Immunization Practices. Current age, dosage and frequency of the immunizations can be found at www.cdc.gov/vaccines/recs/schedules. All immunizations are covered in-network only.

Diphtheria toxoid and tetanus (TD)	Measles, mumps, rubella (MMR)
Diphtheria, tetanus and pertussis (DTP)	Meningococcal
H1N1 vaccine	Pneumococcal conjugate (PCV)
Hemophilus influenza B (HIB)	Pneumococcal polysaccharide (PPV)
Hepatitis A	Poliovirus, inactivated
Hepatitis B	Poliovirus, oral
Herpes Zoster (shingles)	Rotavirus
Human papilloma virus (HPV)	Varicella (chicken-pox)
Influenza	

(xxii) Observation Care Services

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Outpatient observation care, facility charges and professional services in accordance with Blue Cross Blue Shield of Michigan or another carriers payment criteria are covered benefits.

(xxiii) Hepatitis C

For enrollees 11-24 years of age, a Hepatitis C (HCV) screening is covered once per calendar year. For other enrollees, Hepatitis C (HCV) screening is covered if such enrollee is at risk or when signs or symptoms may indicate a Hepatitis C infection.

In addition to the above, the parties will develop educational material for distribution to all enrollees to provide awareness of the Hepatitis C virus.

(xxiv) Flu Shots

In network coverage is provided for one (1) flu shot, including the administrative cost of the injection per calendar year for employees, surviving spouses and their eligible dependents who are enrolled for coverage.

(xxv) Well Baby and Well Child

Coverage is provided for:

(a) up to five (5) Well Baby visits for children from 13 months of age through 35 months of age,

(b) one (1) Well Child visit per calendar year for children from 36 months of age through age 17.

(xxvi) Rabies

The series of six post-exposure passive immunizations for rabies is a covered benefit.

(xxvii) Bone Marrow Screening

A lifetime maximum benefit of one bone marrow screening will be available to enrollees.

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(xxviii) Audiometric Testing

Enrollees are eligible for audiometric testing as a diagnostic tool under the hospital, surgical and medical provisions of the Program, for any condition, disease or injury of the ear.

(xxix) Pulmonary Function Evaluation

Coverage for pulmonary function evaluation shall be expanded to include testing performed in an approved outpatient facility.

(xxx) General anesthetics and, intravenous sedation when medically necessary and administered in connection with oral or dental surgery in either the inpatient or outpatient setting are payable.

(xxxi) Effective January 1, 2008, the pilot for cardiac rehabilitation will be discontinued. Cardiac rehabilitation will be a covered benefit for Non-Medicare enrollees when they have one of the following conditions/treatments: angina, heart attack, heart transplant, open heart surgery, or angioplasty. In order to receive the benefit enrollees must start cardiac rehabilitation services within 6 months of experiencing one of the conditions listed above. Program duration will be limited to 12 weeks of services or 36 visits.

(xxxii) Effective January 1, 2008 services rendered by Physicians Assistants (PA) and Nurse Practitioners (NP) are covered in-network subject to the plan design (deductible, coinsurance, out-of-pocket maximum and office visit coinsurance/ copayment as applicable).

In order for a PA and/or NP to be covered they must meet Program Standards for the given profession and be approved by the carrier for reimbursement for certain professional services in accordance with their training and licensure, which would be covered under the Program when performed by a physician. Reimbursement would be to the physician or PA/NP, but not both. The Program Standards shall include, but not limited to, the requirements that the individuals be registered, certified and/or licensed as applicable under state law, be legally entitled to practice their specialties at the time and place services are performed, and that they render specified services which they are legally qualified to perform.

(xxxiii) Other Health Care Reform Preventive Services

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Covered services as a result of the 2010 Patient Protection and Affordable Care Act (PPACA) include all preventive benefits rated "A" or "B" by the U.S. Preventive Services Task Force, immunizations recommended by the Centers for Disease Control and Prevention, and evidence-informed preventive care and screenings for infants, children, adolescents and adults in guidelines from the health Resources and Services Administration. The services are covered at 100 percent when obtained from an in-network provider and when the main purpose of the office visit is to get preventive care. These services are not considered preventive when they are part of a visit about an existing illness or injury.

If it is later determined, either by amendment, repeal or by judicial determination that any PPACA preventive services and medications provisions as set forth in PPACA section 2713 shall no longer apply, then the parties may consider, and if warranted and upon mutual agreement, may include these preventive services and medications under Article III, Section 4.D. To the extent the PPACA preventive services and medications provisions are expanded, modified or otherwise interpreted by regulation, judicial pronouncement or authoritative agency directive such that the required coverage of preventive services and medications set forth herein in compliance with PPACA, the Company reserves the right to make required changes or, to the extent compliance is variable, the parties agree to meet and confer to discuss revisions set forth herein to determine the manner by which compliance will be achieved.

(xxxiv) Platelet Derived Growth Factor

Platelet derived growth factor is covered for wound healing for certain conditions as approved by the carrier.

(3) Interpretation

At the request of the Union, the Company or a participating local Blue Cross or Blue Shield carrier, or another carrier as the Control Plan shall provide written replies to questions regarding the interpretation on the Administrative Manual.

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(304-G) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. G. Performance

G. Performance

The Control Plan shall be responsible to ensure that carriers participating in the National Account Program provide the scope and level of benefits as specified in the program and in the Administrative Manual. The Control Plan, with such assistance from the national Blue Cross and Blue Shield, or another carrier organizations as may be appropriate may, in exercising its responsibilities, audit local carriers to determine if they are providing the specified level of benefits.

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Exhibit B

(305) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 5. Mental Health and Substance Abuse

Section 5. Mental Health and Substance Abuse (MHSA)

All covered persons enrolled in the Standard Care Network option, Preferred Provider Organization option or Health Maintenance Organization option unless otherwise agreed to by the parties shall be provided Mental Health and Substance Abuse Benefits administered in accordance with the terms and conditions set forth herein.

A. Enrollment Classifications

Mental Health and Substance Abuse Benefits for an eligible employee or surviving spouse shall include coverage for eligible dependents as they are defined in the National Account Program. Surviving spouses and their eligible dependents enrolled for Medicare are not subject to the terms and conditions described herein. Applicable benefits are shown below.

B. Description of Benefits

Mental Health and Substance Abuse Benefits will be payable, subject to the conditions herein, if any covered person, while mental health and substance abuse coverage is in effect with respect to such covered person, receives covered mental health or substance abuse services.

C. Definitions

As used herein:

(1) "mental disorders" means any mental, emotional or personality disorder classified in categories 290.0 to 319.9 in the most recent edition of the "International

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Classification of Diseases (ICD), Clinical Modification." Inclusive in this range are substance abuse conditions as classified in categories 303.0 through 305.9. Effective with the adoption of ICD-10 effective mental disorders means any mental, emotional or personality disorder classified in categories F01 through F99 and inclusive in this range are substance abuse conditions as classified in categories F10 through F19.

(2) "managed care" means the process by which the medical necessity, appropriateness, and setting of a mental health or substance abuse service is reviewed prior to the performance of the service and during the course of an enrollee's treatment.

(3) "managed care unit" is an entity established by the program administrator and staffed by qualified mental health and substance abuse professionals, including psychiatrists, licensed psychologists, master's level clinical social workers, master's level clinical psychiatric nurses, and master's level substance abuse counselors.

(4) "panel provider" means an acute care general hospital, psychiatric hospital, residential ~~substance abuse facility, day/night care facility~~ partial hospitalization, outpatient psychiatric clinic, psychiatrist, licensed psychologist, master's level clinical social worker, master's level nurse clinician or master's level ~~certified substance abuse counselor~~ licensed to practice by the state where the service is delivered at the independent practice level and under contract with the program administrator to provide treatment to eligible enrollees in accordance with specific terms and conditions established by the program administrator including, but not limited to, limits on reimbursement, quality protocols and criteria, and utilization controls.

(5) "assessment panel" means a panel of psychiatrists and licensed psychologists established by the program administrator to provide comprehensive, face-to-face diagnostic evaluations when it is not possible to determine the nature of an enrollee's circumstances through the intense telephone review process.

(6) "partial hospitalization" means treatment at a semi-residential level of care for patients with a mental health or substance abuse disorder who require coordinated, intensive, comprehensive and multi-disciplinary treatment in a structured setting, but less than inpatient hospitalization. The patient undergoes therapy for more than four (4) hours a day, and may receive additional services (e.g. meals, recreation).

D. Program Description

(1) ~~A Mental Health and Substance Abuse Managed Care Unit will be established by the program administrator which will manage the intake, assessment, referral and treatment monitoring of all inpatient benefits, psychological testing and select outpatient mental health and substance abuse cases. The program administrator Unit will be accessible through a toll-free number available 24 hours a day, seven days a week. Enrollees requiring mental health and/or substance abuse services may contact either the program administrator Managed Care Unit or a panel provider, in which case, the panel provider will perform an assessment, develop a preliminary treatment plan, and then call~~

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the program administrator ~~Managed Care Unit~~ for treatment pre-determination. Enrollees requiring substance abuse services must contact the ~~Managed Care Unit~~ directly for assessment and referral to a panel provider.

(2) Managed care services will include the following:

(a) triaging calls from program enrollees or providers.

(b) providing program enrollees with treatment referrals to panel providers.

(c) completing pre-determination reviews of treatment recommendations/plans from panel providers when required; ~~wherever possible, the program administrator~~ ~~Managed Care Unit~~ will incorporate the panel provider's recommendations into the approved treatment plan.

(d) performing concurrent reviews during course of treatment plan.

(e) conducting follow-up activities to assure that enrollees who have completed a course of treatment are satisfied with the outcome of the treatment and that services are available if required.

(f) coordinating inpatient and outpatient treatment to promote quality of care and continuity of services.

(g) coordinating substance abuse and surgical; medical benefits to ensure that surgical; medical services included in substance abuse claims are allocated to the appropriate plan administrator.

(h) referring enrollees to the assessment panel for a comprehensive, face-to-face diagnostic evaluation when it is not possible to determine the nature of the enrollee's circumstances through the intense telephone review process.

(i) developing a continued treatment plan in instances when the extension of a benefit will avert a more costly treatment modality.

(3) An appeal procedure will be available for panel providers in those situations where there is disagreement over the treatment recommendation authorized by the program administrator ~~Managed Care Unit~~. If the dispute cannot be resolved by review on behalf of the program psychiatric consultant, the case may be referred to an appeals committee comprised of the carrier's mental health professionals. If the dispute is still

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unresolved, the case may be referred to an independent review body. Decisions resulting from such an appeal are binding on the provider, covered person, and program administrator.

E. Benefits

(1) Terms and Conditions of Benefit Payment

A covered person is eligible for benefits for covered expenses incurred while undergoing treatment under this program only if the following conditions are met

(a) Admission to a treatment plan occurs on or after the covered person's effective date of coverage under the Program.

~~(b) All substance abuse cases must access treatment providers through the Managed Care Unit.~~

~~(b) (c) All inpatient psychiatric and substance abuse inpatient, residential substance abuse and day/night care partial hospitalization admissions must be reviewed by the program administrator Managed Care Unit to determine the appropriateness of setting. All outpatient services from a panel provider must be approved by the Managed Care Unit.~~

~~(c) (d) A non-psychiatric physician may provide psychiatric counseling but must contact the program administrator Managed Care Unit if more than three (3) visits are required.~~

~~(d) (e) Services and referrals to non-panel providers can be are covered at the in-network benefit level, provided they are approved by the program administrator Managed Care Unit.~~

~~(e) (f) Emergency services are covered regardless of whether the provider is in the panel or not, however, the provider should notify the program administrator Managed Care Unit for authorization of treatment.~~

(2) Benefit Period

Under this program, mental health and substance abuse benefits include the following:

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(a) A maximum of 365 days of inpatient nervous and mental care. (For a new benefit period to begin, there must be a lapse in treatment of at least 60 consecutive days between the date of last discharge from a hospital, skilled nursing facility, residential ~~substance abuse treatment facility~~, mental health facility, or any other facility to which the 60-day benefit renewal period applies and the date of the next admission, irrespective of whether or not benefits were paid. Such 60-day period is broken if/when the enrollee/patient receives home health care services, whether or not benefits are paid as a result of receipt of such services. Treatment received during the 60-day period need not be related to the original medical condition).

(b) The 365-day benefit limitation applicable to the hospital inpatient treatment of nervous and mental conditions also applies to the treatment of substance abuse in program administrator-approved residential facilities. Each day of care utilized under the residential substance abuse treatment program is charged against the unused portion of the 365-day inpatient nervous and mental benefit period.

Likewise, each day of inpatient nervous and mental care is charged against the residential substance abuse treatment period. The benefit renewal conditions described in (2)(a) apply to this benefit as well.

(c) A maximum of ~~365~~30 days of day or night care services is available for nervous and mental or substance abuse treatment. ~~Each night of care used for nervous and mental conditions or substance abuse treatment in program administrator-approved night care centers and/or each day of care used for nervous and mental conditions or substance abuse treatment in program administrator-approved day care centers shall be charged as one-half day of care against the in-hospital days available for nervous and mental care.~~ The benefit renewal conditions described above apply to this benefit as well.

(d) Coverages for outpatient mental health and substance abuse care (subject to the following schedule for professional services) are as follows:

Outpatient - 35 visits/year

- visits 1-20 paid in full
- visits 21-35 paid in full for substance abuse patients
- visits 21-35 paid at 75% for mental health patients with a maximum member cost of \$25.00 per visit for enrollees in the SCN option.
- visits 36 and beyond subject to a \$25.00 co-payment per visit for both facility and professional services per calendar year for enrollees in the SCN option.
- visits 36 and beyond subject to a 50% co-insurance payment per visit for professional services per calendar year for enrollees in the PPO option.

(e) Psychological testing

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(3) Coverages

(a) For an authorized admission to an acute care hospital or residential ~~substance abuse~~ treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:

- (i) bed and board, including general nursing service;
- (ii) laboratory examinations related to the treatment received in the facility;
- (iii) drugs, biologicals, solutions and supplies related to the treatment received and used while the enrollee is in the facility;
- (iv) supplies and use of equipment required for detoxification or rehabilitation;
- (v) all professional and ancillary services, including those of other trained staff, necessary for patient care and treatment, including diagnostic examinations;
- (vi) individual and group therapy or counseling;
- (vii) psychological testing; and
- (viii) counseling for family members.

(b) For an admission to a partial hospitalization day or night treatment program or outpatient ~~substance abuse~~ treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:

- (i) laboratory examinations related to the treatment received in the facility;
- (ii) drugs, biologicals, solutions, and supplies related to the treatment received, including drugs to be taken home;
- (iii) supplies and use of equipment required for detoxification or rehabilitation;

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(iv) all professional and ancillary services, including those of other trained staff, necessary for the treatment of ambulatory enrollees, including diagnostic examinations;

(v) individual and group therapy or counseling;

(vi) psychological testing; and

(vii) counseling for family members.

(c) Coverage for authorized outpatient mental health or substance abuse services includes:

(i) all professional and other staff and ancillary services made available to ambulatory patients;

(ii) prescribed drugs and medications dispensed by the facility in connection with treatment received at the facility;

(iii) psychological testing,

(iv) counseling for family members.

F. Sanctions

(1) Services provided from panel providers without obtaining necessary predetermination within 24 hours of admission will not be payable. The covered person will be held harmless by the program administrator for errors of commission or omission involving the predetermination requirement over which the covered person has no control.

(2) Services provided from non-panel psychiatrists without obtaining the necessary waiver authorization from the program administrator ~~predetermination~~ will be payable at 50% of the usual, customary, and reasonable rate.

(3) Services provided by mental health professionals (i.e., licensed psychologists, master's level clinical social worker, master's level nurse clinician, master's level certified substance abuse counselor), who are not in the panel will not be reimbursed for unauthorized care.

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(4) Services provided by non-psychiatric physicians who, by definition, will not be in the panel, will be covered up to three visits, after which unauthorized treatment will be payable at 50% of the usual, customary, and reasonable rate.

(5) Services provided from non-panel facilities without obtaining the necessary waiver authorization will be payable at 50% of approved charges up to the maximum allowable payment.

(6) The Company and Union have expressed a mutual concern for employees and dependents who fail to complete their substance abuse continuing care treatment plans. The parties agree to monitor such use patterns. If the Company and Union determine that a prevalent problem exists and needs to be addressed, the Company and Union will meet promptly to discuss appropriate corrective actions. By mutual agreement, such actions may include future financial penalty for persons who do not complete their substance abuse treatment plans.

(7) Non-emergency mental health and substance abuse inpatient services provided by non-panel providers without referral by a panel provider are included in out-of-pocket maximums and subject to non-panel payment limitations as described in Article 3, Section 3 B (1) for the PPO option and Letter C-49 for the SCN option.

G. Exclusions

Benefits are not payable for:

(1) Services for mental disorders which, according to generally accepted medical standards, are not amenable to favorable modification, except that benefits are available for the period necessary to determine that the disorder is not amenable to favorable modification, or for the period necessary for the evaluation and diagnosis of mental deficiency or retardation.

(2) Dispensing methadone or testing urine specimens, unless therapy, counseling, or psychological testing are provided.

(3) Diversional therapy.

H. Coordination of Benefits

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Coordination of benefits will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision, hearing aid, and dental coverages.

I. Reimbursement for Third Party Liability - Subrogation

Reimbursement for Third Party Liability - Subrogation will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision, hearing aid, and dental coverages.

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(307) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 7. Vision Expense Benefits

A. Enrollment Classifications

Vision Expense Benefits for an eligible employee or surviving spouse shall include coverage for eligible dependents as they are defined in the National Account Program hospital, surgical, medical and prescription drug coverage.

B. Description of Benefits

Vision Expense Benefits will be payable, subject to the conditions herein, if any covered person, while vision expense coverage is in effect with respect to such covered person, incurs Covered Vision Expense.

C. Definitions

As used herein:

(1) "physician" means any licensed doctor of medicine or osteopathy legally qualified to practice medicine and who within the scope of his license performs vision testing examinations and prescribes lenses to improve visual acuity;

(2) "optometrist" means any person licensed to practice optometry in the state in which the service is rendered;

(3) "optician" means any person licensed in the state in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mold the lenses or have them ground or molded according to prescription, to fit them into frames and to adjust the frames to fit the face;

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(4) "provider" means any of the foregoing;

(5) "participating provider" means a provider that has a written agreement with the Vision Expense Benefits carrier pursuant to which vision testing examinations, lenses or frames are provided under Vision Expense Benefits in accordance with the terms and conditions stated in D.(1) hereof and to accept as payment therefore the amounts determined in accordance with D.(1);

(6) "reasonable and customary" means the actual amount charged by a provider for a vision testing examination, lenses or frames, but only to the extent that the amount is reasonable and takes into consideration:

(a) the usual amount that the provider most frequently charges the majority of his patients or customers for the vision testing examination, lenses or frames provided;

(b) the prevailing range of charges made in the same area by providers of similar training and experience for the vision testing examination rendered or lenses or frames furnished; and

(c) unusual circumstances or complications requiring additional time, skill and experience in connection with the particular vision testing examination rendered or lenses or frames furnished;

(7) "lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted into frames;

(8) "contact lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted directly to the patient's eyes; these are subject to limitations and exclusions applicable to lenses generally;

(9) "frames" means standard eyeglass frames into which two lenses are fitted;

(10) "covered person" means the eligible employee, surviving spouse and eligible dependents;

(11) "Covered Vision Expense" means the charges incurred for vision testing examinations, lenses and frames for such lenses as described below, and are either for vision testing examinations, lenses or frames obtained from a participating provider, payable in accordance with D.(1), or for vision testing examinations, lenses or frames obtained from a nonparticipating provider payable in accordance with D.(2):

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(a) vision testing examination - performed by a physician or optometrist, including a determination as to the need for correction of visual acuity, prescribing lenses, if needed, and confirming the appropriateness of eyeglasses obtained under the prescription. It shall include: history; testing visual acuity; external examination of the eye; binocular measure; ophthalmoscopic examination; tonometry when indicated; medication for dilating the pupils and desensitizing the eyes for tonometry, if applicable; and summary and findings. If an optometrist as a result of his examination recommends that the covered person be examined by an ophthalmologist with respect to a vision problem, and the ophthalmologist's examination occurs within 60 days of the optometrist's examination, both vision examinations are a Covered Vision Expense;

(b) lenses of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthogon, Tillyer or Unavis, and which meet Z80.1 or Z80.2 standards of the American National Standards Institute, including, when prescribed, equivalent plastic lenses or tints equal to Rose Tints #1 and #2. Lenses not more than 65 millimeters in diameter will be a Covered Vision Expense under Vision Expense Benefits. If lenses are of a quality or size that result in an additional charge, only charges in accordance with D. shall be payable;

(c) frames adequate to hold lenses which are a Covered Expense; and

(d) contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, or when selected for other reasons, within the limits described in D.;

(12) "acquisition cost" means the actual cost of the lenses and/or frames to the provider;

(13) "dispensing fee" means a fee predetermined by the Vision Expense Benefits carrier to be paid for dispensing lenses and/or frames as provided for under Vision Expense Benefits.

(14) "Corrective eye surgery" means a surgical procedure used to alter the cornea or shape/surface of the eye in order to improve visual acuity, correct vision conditions such as myopia, hyperopia or astigmatism and reduce or eliminate the reliance on eyewear. Such surgeries can include, but are not necessarily limited to, Laser-assisted In-Situ Keratomileusis (LASIK), PhotoRefractive Keratectomy (PRK) and Radial Keratotomy (RK).

D. Benefits

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(1) From a participating provider, the covered person by paying the balance of the provider's charge may obtain vision testing examinations and lenses and frames which the participating provider shall have agreed to furnish covered persons in accordance with the following arrangements for reimbursement by the carrier:

(a) for a vision testing examination, the reasonable and customary charge less any co-payment as described in (3) below;

(b) for regular lenses, the acquisition cost of lenses that are described in the first two sentences of C.(11)(b), less any co-payment as described in (3) below;

(c) for contact lenses, the acquisition cost of the contact lenses suitable for the covered person, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or, when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, less any co-payment as described in (3) below;

(d) for contact lenses, except when provided in accordance with (c) above, the acquisition cost of the contact lenses suitable for the covered person, which when combined with the dispensing fees for lenses and frames in (f) below, shall not exceed \$75.

(e) for frames, the acquisition cost up to a maximum acquisition cost of

(i) \$19.75 through December 31, 2003;

(ii) \$23.00 from January 1, 2004 through December 31, 2007;

less any co-payment as described in (3) below.

(f) for lenses, contact lenses and frames, the dispensing fees for usual services in dispensing such lenses or frames, less any co-payment as described in (3) below.

(g) protective scratch guard lens coatings will be covered effective January 1, 2004.

(h) Corrective Eye Surgery: Effective January 1, 2016, corrective eye surgery performed by an ophthalmologist will become a covered service. Coverage includes any related pre and post-surgical professional services, facility expense and medically necessary supplies. Coverage is subject to the following provisions:

i. A covered person may not receive benefits for both corrective eye surgery and for frames and/or lenses (including contact lenses) in the same calendar year;

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- ii. Upon proof of payment to the corrective eye surgery provider, the carrier will reimburse the employee for covered expenses, up to the lesser of the charges or the maximum benefit of \$295.00 in any four (4) year period; and
- iii. A covered person receiving benefits for corrective eye surgery in any one calendar year will be ineligible for lens (including contact lens) and/or frame benefits for that year and three (3) subsequent years. For example, a covered person undergoing corrective eye surgery in 2016 would be eligible for lens and/or frame benefits in 2020. Such covered persons will be eligible for benefits for a vision exam, and will have access to the participating provider fee schedule for non-covered services and for lenses and/or frames for which no benefits are payable.

For a vision testing examination, the participating provider shall charge the covered person a \$5 co-payment as described in (3) below. For lenses and frames provided pursuant to (b), (c), (d) and (e) above, the participating provider may charge the covered person a \$7.50 co-payment as described in (3) below. If a covered person chooses lenses or frames costing more than those provided pursuant to (b), (c), (d) or (e) above, or if he requests unusual services from the provider, the covered person shall pay in addition the full additional charge of the provider.

(2) For Covered Vision Expense incurred from a nonparticipating provider, the Program shall pay (i) 75% of the provider's reasonable and customary charge for covered vision testing examinations after such charge has been reduced by a covered person's co-payment of \$5 and (ii) for covered lenses and frames, the lesser of Covered Vision Expense Benefits as shown in the table below or the provider's charge for such lenses and frames:

	Covered Vision Benefit Through 12/31/2003	Effective 1/1/2004
Frames		
Regular	\$15	\$15
Lenses – Pair ₁	\$14	\$15
- Single vision	\$21	\$22
- Bifocal	\$25	\$26
- Trifocal		
Contact	\$101	\$103
Lenses ₁ – In accordance with the first sentence of C. (11)(d)		
Contact	\$37	\$38
Lenses other		

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than those
covered above

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Other Covered Special Lenses (e.g., Aphakic,
Lenticular and Aspheric)

Plastic Lenses

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\$3 plus
Covered
Vision
Expense
Benefit
provided
above for
covered
lenses

\$3 plus
Covered
Vision
Expense
Benefit
provided
above for
covered
lenses

Tints Equal to

Rose

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\$3

Tints #1 and

#2

Prisim

\$2

\$2

1 The Covered Vision Expense Benefit for single lens shall be equal to one half the applicable amount shown on the table above.

2 The lesser of 50% of the provider's charge for the lenses, or 75% of the average Covered Vision Expense Benefits paid to participating providers for comparable lenses.

(3) For each covered person incurring Covered Vision Expense, there is a \$5 co-payment applicable to the Covered Vision Expense for each vision testing examination and a \$7.50 co-payment for the combined Covered Vision Expense for lenses, contact lenses, and frames. The total co-payment for each such covered person, during any period of 24 consecutive months, will not exceed \$12.50.

E. Frequency

If a covered person has received a vision testing examination, lenses or frames for which benefits were payable under the Program, benefits will be payable for each subsequent vision testing examination, lenses or frames every two calendar years after receipt of the most recent previous vision testing examination, lenses or frames, respectively, for which benefits were payable under Vision Expense Benefits; provided, however, that children who are diagnosed as having severe, progressive myopia (i.e., myopia of 2.00 diopter of myopia or greater and progressing at the rate of 1.00 diopters or more per year, in the meridian of greatest change) will, until the end of the calendar year they became sixteen years of age, be eligible for an additional examination 12 months (365 days) after the most recent examination paid for by the Program. If the examination reveals a change of 1.00 diopter or more has occurred during the preceding 12 months, appropriate corrective lenses will be covered by the Program. If the change is less than 1.00 diopter, lenses will not be payable by the Program until 24 months has elapsed since

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the most recent lenses were paid for by the Program. Subsequent examinations will be limited to the normal 24 month interval unless the child is again diagnosed as having severe progressive myopia. Effective January 1, 2004, Type I Diabetics will be eligible for an additional examination twelve months (365 days) after the most recent examination paid for by the Program. If the examination reveals a prescription change of .50 diopter and/or 10 degrees of axis, appropriate corrective spectacle lenses will be covered by the Program. Lenses and frames received under the Company's prescription safety glasses program for which no benefits were received under Vision Expense Benefits shall not be considered lenses and frames received under Vision Expense Benefits. An employee may utilize duplicate copies of the prescription for which a benefit is paid under Vision Expense Benefits to obtain lenses and frames under both Vision Expense Benefits and the Company's prescription safety glasses program if he is otherwise eligible under both and complies with the procedures of each.

F. Exclusions

Covered Vision Expense does not include and no benefits are payable for:

(1) Sunglasses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in D. (tinted lenses with tint other than the equivalent of Rose Tints #1 or #2 are considered to be sunglasses for the purpose of this exclusion);

(2) Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in D.;

(3) Medical or surgical treatment; except as provided in D.(1)(h); above

(4) Drugs or any other medication not administered for the purpose of a vision testing examination;

(5) Procedures determined by the Vision Expense Benefits carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography;

(6) Vision testing examinations, lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

(7) Vision testing examinations and lenses or frames ordered:

(a) before the covered person became eligible for coverage, or

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(b) after termination of coverage;

(8) Lenses or frames ordered while insured but delivered more than 60 days after coverage terminated;

(9) Charges for vision testing examinations, lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Vision Expense Benefits coverage;

(10) Charges for vision testing examinations, lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;

(11) Charges for vision testing examinations, lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such services or supplies which are experimental in nature;

(12) Charges for vision testing examinations, lenses or frames received as a result of eye disease, defect or injury due to an act of war, declared or undeclared;

(13) Charges for vision testing examinations, lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body;

(14) Charges for any vision testing examinations, lenses or frames to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;

(15) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitation set forth in E.; and

(16) Charges for the completion of any insurance forms.

G. Prepaid Group Practice or Alternative Plan Option

The Company will make arrangements for eligible employees, and certain surviving spouses, to be afforded the option to enroll for vision expense coverage under approved

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and qualified prepaid group practice or alternative option, instead of the vision expense coverage hereunder; provided, however, that the Company's contribution toward coverage under such group practice plans shall not be greater than the amount the Company would have contributed for vision expense coverage hereunder. If the alternative option ceases to be able to provide vision expense benefits, the enrollees therein, if otherwise eligible, will be enrolled for coverage provided in this Section 7.

H. Coordination of Benefits

Coordination of benefits will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical prescription drug, hearing aid and dental coverages.

I. Reimbursement for Third Party Liability - Subrogation

Reimbursement for Third Party Liability - Subrogation will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, hearing aid and dental coverages.

J. Administrative Manual

Policies, procedures and interpretations to be used in administering the Vision Expense Benefits Plan shall be incorporated in an Administrative Manual prepared by the Plan Carrier upon review and approval by the Company and the Union.

K. Data

The Control Plan annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to vision expense coverage.

L. Cost and Quality Controls

The Vision Expense Benefits carriers will each undertake the following review procedures and mechanisms and report annually to the Committee:

(1) Utilization Review

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Analysis of various reports displaying such data as provider/patient profiles, procedure profiles, utilization profiles and Covered Vision Expense Benefits payments summaries to:

- (a) evaluate the patterns of utilization, cost trends and quality of care;
- (b) establish guidelines and norms with respect to profiles of practice in order to identify providers with either a high or low percentage of prescriptions issued in relation to the number of covered persons examined or other departures from the guidelines; and
- (c) establish the percentage of Covered Vision Expense Benefits payments that are paid to participating providers.

(2) Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services received.

(3) Evaluation of Services Received

On a random or selective basis, covered persons who have received services under Vision Expense Benefits will be selected for subsequent evaluation and examination by consulting providers to ensure that the services reported were actually provided and were performed in accordance with accepted professional standards. Such evaluations may include (a) re-examinations to determine the accuracy of the prescription, (b) the quality of lenses and frames, (c) whether the vision testing examinations administered by providers are as comprehensive as contemplated by C.(11)(a) and (d) other aspects of the services provided.

(4) Survey of Services Received

On a random or selective basis, covered persons who have received services under Vision Expense Benefits may be sent a questionnaire to:

- (a) determine the level of satisfaction with respect to these services;
- (b) determine whether services for which Vision Expense Benefits were paid were actually received;

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(c) determine whether providers recommend unnecessary optional services or supplies; and

(d) identify other problem areas.

M. Claims Processing

The Vision Expense Benefits carriers may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

N. Peer Review

When the Vision Expense Benefits carriers or a covered person do not agree with the appropriateness of a charge or service provided under Vision Expense Benefits, an appeal procedure involving peer review may be utilized. Peer review may also be used to resolve situations involving providers with aberrant utilization patterns. The Vision Expense Benefits carriers will seek to establish peer review where it does not exist.

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Exhibit B

Modified Letters



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Exhibit B

Optional Insurance Deductions

September 27, 1999 ~~xx~~, 2015

(B-1) Optional Insurance Deductions

International Union, UAW

Attention: Mr. Stephen P. Yokich Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Union requested that contributions for optional insurance programs be automatically deducted from sickness and accident, extended disability, and supplemental unemployment benefits.

The parties held extensive discussions regarding taking such deductions from sickness and accident and supplemental unemployment benefits. It was agreed that the Company will continue to work with the benefit administrator to develop a process for such payroll deductions and the parties will meet no later than thirty (30) days following the close of these negotiations to discuss the Company's findings. It is further agreed that the following must be ensured by any process:

1. That such payroll deductions from sickness and accident benefits must not cause a delay or disruption to the issuance of sickness and accident benefits; and

2. That such payroll deductions from supplemental unemployment benefits must not cause a delay or disruption to the issuance of supplemental unemployment benefits; and

3. The process must contain a sustainable arrearage procedure to ensure missed deductions, including cases where the employee's benefit payment is not sufficient to accommodate the deduction, are taken from future sickness and accident benefits, supplemental unemployment benefits or regular payroll wages that are or become payable to the employee or, if no such benefits or wages are or become payable to the employee, a direct bill process must be utilized.

The parties also discussed the feasibility of taking such deductions from extended disability benefits, recognizing that extended disability benefits are subject to offsets that

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can result in a reduced or zero extended disability benefits amount. The parties also recognize that extended disability benefit payments are issued by the Company's third party administrator, and any proposed process would require the consideration of the cost to develop, implement and maintain any system requirements. The parties have agreed to continue to explore the feasibility of such a process.

~~We have therefore agreed that the Corporation will make such deductions as soon as changes can be made to the payroll systems to accommodate the deductions.~~

Very truly yours,

~~DAIMLERCHRYSLER CORPORATION~~FCA US LLC
By ~~Ronald D. Gurdak~~Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~Stephen P. Yokich~~Norwood H. Jewell

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Exhibit B

Wellness Programs

~~September 27, 1999~~ September, xx, 2015

(C-8) Wellness Programs

International Union, UAW

Attention: ~~Stephen P. Yokich~~ Norwood H. Jewell

Dear Sirs:

During these negotiations, the ~~Corporation~~ Company and the Union discussed and mutually agreed there are many benefits which can be derived from encouraging employees to lead healthier life styles. Because it is recognized that such efforts can have a positive influence on the quality of life, product produced, absenteeism, health care costs and productivity, the parties agreed Wellness Programs shall be developed which include the following components:

- **Health Risk Assessment** (including cholesterol & blood pressure screenings) to identify employees' risks and provide motivation to reduce these risks.
- **Education** to provide employees with basic knowledge and skills needed to make healthy lifestyle changes.
- **Maintenance** to help combat the widespread problem of relapse and support change by providing ongoing awareness, group involvement and meaningful incentive opportunities.
- **Evaluation** to identify priority needs, monitor program implementation, measure program effectiveness in reducing risk and obtain information about the overall success of the program.

The parties further agreed:

1. A comprehensive wellness program will be implemented at each plant location with 500 or more active, full-time, on-roll employees. Implementation will occur on a "phased in" schedule with larger locations given priority.

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2. To develop a DaimlerChrysler Corporation/UAW National Wellness Program Manual which will be utilized by the Joint Insurance Committee to ensure all health promotion and wellness programs implemented are done so in accordance with explicit and professional standards. The Joint Insurance Committee shall have the sole responsibility for any necessary revisions of the manual so as to describe, implement and maintain local Wellness Programs in a nationally consistent manner.

3. To implement a voluntary disease and chronic management pilot, effective January 1, 2016 or as soon as practicable, designed to improve member health, reduce health risks, and decrease medical costs by engaging members in preventive health and patient outreach programs.

Very truly yours,

DAIMLERCHRYSLER CORPORATION FCA US LLC
By Ronald D. Gurdak-Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich-Norwood H. Jewell

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Exhibit B

Predetermination Program

~~September 27, 1999~~ September xx, 2015

(C-19) Predetermination Program

International Union, UAW

Attention: ~~Mr. Stephen P. Yokich~~ Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations the parties agreed to continue the Predetermination Program for hospital admissions for ~~DaimlerChrysler Corporation~~ FCA US LLC-UAW members in all Blue Cross and Blue Shield or another carrier insurance plan areas in accordance with the following administrative conditions:

BLUE CROSS AND BLUE SHIELD OF MICHIGAN, or another carrier as the Control Plan, will administer the Predetermination Program nationwide for all local plans. The ~~Central Review Organization (CRO) located at the Control Plan is to~~ will be responsible for all Predetermination Review. In addition, the administrator will make recommendations to the parties in the event changes in process or software systems are available to enhance and/or improve the Predetermination Program. The parties will jointly determine the merits of implementing the administrator's recommendations.

Very truly yours,

~~DAIMLER CHRYSLER CORPORATION~~ FCA US LLC
By ~~Mark J. Gendregske~~ Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~Stephen P. Yokich~~ Norwood H. Jewell

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Exhibit B

Coordinated Care Management Program

September 27, 1999 ~~(September xx, 2015)~~

(C-25) Coordinated Care Management Program

International Union, UAW

Attn: ~~Mr. Stephen P. Yokich~~ Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Corperation Company and the Union discussed health care management and the importance of providing quality health care in a cost-effective manner. These discussions included the Coordinated Care Management (CCM) program.

The Corperation Company and Union reviewed experience to-date under the CCM program as evaluated by a mutually acceptable independent entity and agreed to continue the CCM program. The Parties further agreed that BCBSM or another carrier would continue to report on a quarterly basis to the parties the cost and effectiveness of the CCM program. In addition, detailed program studies and recommendations by a mutually agreeable independent external entity will be completed at the end of each calendar year during the term of the collective bargaining agreement. These examinations of CCM program performance will focus on commitment to quality, improved care and cost effectiveness.

The first detailed program study, to be completed during the first full calendar year of this agreement, will determine whether the clinical, cost and health status improvements of CCM participants are statistically significant due to CCM program interventions. Following the study, the Corperation Company and the Union, through the Joint Insurance Committee, will decide whether the CCM program should be modified to help achieve the objective of providing quality health care in a cost-effective manner. Modifications to the CCM program will be implemented as soon as practicable. In addition, the Joint Insurance Committee may jointly decide whether the CCM program will be expanded to include other possible diagnoses with initial consideration being given to low back pain.

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Alternatively, if the study determines that the clinical, cost and health status of CCM participants are not statistically significant due to CCM program interventions, the Joint Insurance Committee will decide whether the program will be restructured by the current administrator for a trial period or turned over to another third party administrator. If restructured and positive improvements are not evident within twelve months from the date of restructure, the program may be turned over to another third party administrator or suspended as determined by the parties.

Very truly yours,

DAIMLERCHRYSLER CORPORATION FCA US LLC
By ~~Ronald D. Gurdak~~ By Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~Stephen P. Yokich~~ Norwood H. Jewell

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Exhibit B

New Procedures Process

~~September 29, 2003~~ September xx, 2015

(C-30) New Procedures Process

International Union, UAW

Attention: Mr. ~~Nate Gooden~~ Mr. Norwood H. Jewell

Dear Sirs: Sir:

During these negotiations, the ~~Corporation~~ Company and the Union agreed to utilize the established procedure for implementing the addition of new or revised services or items to this Program in accordance with the Three Auto Company/UAW agreement. Notwithstanding such Three Auto Company/UAW agreement, however, new procedures proposed by the Control Plan that have a first year cost of no more than \$0.015 per contract per month (PCPM), will be automatically implemented when they are covered by the provisions of the benefit plan.

A proposal for the inclusion in the Program of a new or revised service or item may be submitted to the Control Plan by a carrier, physician or physician group, a professional organization, a provider or provider group, the ~~Corporation~~ Company or a union representing employees to whom the Program applies. The Control Plan shall review such proposal and make written recommendation(s) to the ~~Corporation~~ Company regarding whether or not the service or item should be added to the Program. Such recommendation shall take into account, but not be limited to, the following considerations:

1. whether the procedure is routine (projected cost impact of \$.05 PCPM or less) or non-routine as determined by the Control Plan,
2. quality of care, access or utilization concerns and the proposed steps to resolve such concerns,
3. replaced or discontinued procedure(s) and a plan for discontinuation of coverage for such procedures,
4. provider class(es) for which the procedures are being recommended,
5. Plan options (i.e. Traditional, PPO or both) for which the procedure(s) is recommended,

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6. positive or negative impact on Program costs,
7. information on national and local Medicare policy and payment practices and,
8. anticipated issues in implementing the new procedure on a national basis.

Recommendations for the addition of a routine new procedure, or a change to an existing procedure, will be distributed to the Three Auto Companies, who will have thirty (30) business days to review the proposal. If the ~~Corporation~~ Company is not in agreement with the recommendation, or has questions, notification to the Control Plan is required within ten (10) business days of receipt of the proposal. When the Control Plan receives notification, the Control Plan shall schedule a meeting within the first twenty (20) business days of receipt of the proposal. Absent notification to the Control Plan by the ~~Corporation~~ Company, the new procedure will be considered accepted.

Blue Cross and Blue Shield of Michigan, or another carrier shall be required to monitor the utilization of such new procedures and report to the Joint Insurance Committee after sufficient experience has occurred but in no event later than twelve months following implementation, the actual costs of each new procedure.

Very truly yours,

~~DAIMLERCHRYSLER CORPORATION FCA US LLC~~
By ~~Mark J. Gendregske~~ By Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~Nate Goeden~~ Norwood H. Jewell

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Exhibit B

Criteria for Reviewing HMOs

October 12, 2011

(C-32) Criteria for Reviewing HMOs

International Union, UAW

Attention: Mr. ~~General Holiefield~~ Norwood H. Jewell

Dear Sirs:

During these negotiations, the Company and the Union discussed Criteria to be considered when reviewing Health Maintenance Organizations (HMOs).

The Company agrees that new HMOs selected for joint approval for offer to Chrysler employees represented by the Union during future open enrollments must provide benefits equivalent to the specifications described on the attachment. In addition, the parties recognize that under the prior provisions, some HMOs may not have provided benefits meeting these Criteria. As soon as practical after the effective date of this Agreement, the Company will ask those HMOs not meeting these Criteria to make required benefit changes to meet the standards set forth in the Letter indicated above. These benefit changes will be effective beginning no later than January 1, ~~2012~~ 2016. Following is a list of HMOs newly subject to this letter that may be deficient in one or more aspects listed below. Jointly approved HMOs not identified on the attached list will be surveyed to ensure compliance.

Revised HMO Criteria
HMOs Expected to Improve to Chrysler Group LLC Level

Plan Name	Location
Health Alliance Plan	Michigan
Blue Care Network	Michigan
Priority Health	Michigan
Kaiser Permanente <u>HealthSpan</u>	Ohio
Kaiser Permanente	California- North & South
Kaiser Permanente	Colorado
Advantage Health Plan	Indiana

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These benefits shall be modified upon agreement by the parties as detailed below in the Schedule of Benefits For Evaluating HMO's and are effective January 1, ~~2012~~2016.

Very truly yours,

CHRYSLER GROUP LLC
By Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~General Holiefield~~ Norwood H. Jewell

Attachment

SCHEDULE OF BENEFITS FOR EVALUATING HMO's
TO BE OFFERED TO CHRYSLER
EMPLOYEES REPRESENTED BY THE UAW

**BENEFIT
INPATIENT-
HOSPITAL**

HMO

All services must be provided, ordered, prescribed, or recommended by the HMO or insurance carrier physician except in the case of emergencies where the HMO rules of reporting shall apply.

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Room and Board Semi-Private room covered in full. Private room covered, if medically indicated.

Benefit Period Unlimited.

Maternity Admission Unlimited.

Surgery (includes plastic, cosmetic, and reconstructive surgery for congenital anomalies, correction of conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from cancer surgery, such as following medically necessary mastectomies). No Charge - covered in full.

Hospital Physician Service No charge - covered in full.

Surgical Assistance No charge - covered in full, when medically necessary.

Ancillary Services No charge - covered in full.

Physical Therapy

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	No charge - covered in full.
Consultations	No charge - covered in full.
Pulmonary Tuberculosis	No charge - covered in full.
Affiliated Hospitals	No charge - covered in full.
Non-Participating Hospitals	No charge if admitted by a plan doctor, or for an emergency.

OUT-PATIENT SERVICES

Out-patient Surgery	No charge - covered in full.
Hospital Services	No charge - covered in full.
Diagnostic Laboratory and X-ray	No charge- covered in full.
Routine Office Visits	\$25 copay per visit.
Doctor's Home Visit	No charge - covered in full when medically indicated.
Physician Exams	\$25 office visit copay.
Pediatric Exams	\$25 office visit copay.
Allergy Testing and Injections	\$25 office visit copay.
Other Injections and immunizations.	\$25 office visit copay.

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Smears (annually)	No charge - covered in full.
Physical Therapy	No charge - up to 60 visits per condition.

<u>Urgent Care</u>	<u>\$50 copay</u>
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EXTENDED CARE FACILITY

Benefit Period	No charge - covered in full. Unlimited number of days. Custodial care not covered.
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Physician Services	No charge. Unlimited number of visits.
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Consultation	No charge - covered in full.
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EMERGENCY

In-Area	\$100 copay, waived if admitted. Authorization must be obtained as soon as possible either before or after treatment.
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Out-of-Area	\$100 copay, waived if admitted. Authorization must be obtained as soon as possible either before or after the occurrence. This is world-wide coverage.
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Ambulance	No charge - covered in full when medically necessary, to or from hospital, or both ways.
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MENTAL HEALTH CARE

Hospital Inpatient No charge for 1st 45 days, per disability. This benefit renews when member has been out of the hospital for 60 days.

Extended Care Facility No charge - covered in full. 90 days per disability. This benefit renews when member has been out of the hospital for 60 days. Custodial care not covered.

Partial Hospitalization/
Psychiatric Admission No charge for 90 days, per disability. (Two days for each unused day of psychiatric hospitalization.) This benefit renews when member has been out of the hospital for 60 days.

Out-Patient
Psychiatric First twenty (20) visits covered at no charge, per contract year or calendar year.

Psychological Testing No charge - covered in full.

Electroshock Therapy No charge - covered in full.

ALCOHOLISM AND DRUG ADDICTION CARE

In-hospital No charge - covered in full. Up to 45 days as

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medically indicated. The benefit renews when member has been out of hospital for 60 days.

Out-Patient Therapy No charge - covered in full. Up to 35 visits/calendar year or contract year.

OTHER SERVICES

Prescription Drugs HMO's shall have the prescription drug copays outlined in Article III, Section 3.A.(1).
(b)
Insulin needles and syringes are covered.

Chemotherapy No charge - covered in full. Inpatient and Outpatient.

Blood No charge - covered in full for administration and plasma, whole blood covered if replaced.

Coordinated Home Care No charge - covered in full when medically indicated.

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Hemodialysis	No charge - covered in full; Inpatient and Outpatient.
Radiation Therapy	No charge - covered in full.
Prosthetic and Orthotic Appliances	No charge - covered in full.
Durable Medical Equipment	No charge - covered in full.
Private Duty Nursing	No charge - covered in full when medically necessary.
Family Planning and Infertility Services	No charge - covered in full.
Sterilizations	No charge - covered in full.

HEARING AID BENEFITS

Examinations	No charge - covered in full.
Hearing Aid	No charge - covered in full when medically indicated.
Limitation	As medically indicated. (Repair of broken aids or replacement of lost aids may be restricted to not sooner than 36 months from day of acquisition of a hearing aid.)

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MISCELLANEOUS

When Medicare is primary	Complementary Benefits.
Maternity Benefits	Immediate.
New Born Dependent Coverage	Date of Birth.
Eligible Dependent Coverage	Age 19-26.
Sponsored Dependents	Covered at Employee's Expense.
Patient Grievance Procedure	Provided.
Conversion Privilege	Provided.
Enrollment Outside HMO Service Area	Not covered.

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Exhibit B

Co/Op Vision Program

~~October 14, 1996~~ September xx, 2015

(C-34) ~~Co/Op Vision Program~~ Out-of-Area Vision Coverage

International Union, UAW

Attention: ~~Mr. Jack Laskowski~~ Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, it was agreed that the out-of-area reimbursement under the ~~Co/Op Vision Program~~ applicable to members who do not have an affiliated provider within 25 miles of their home address may receive reimbursement for services from a non-affiliated provider, provided they are otherwise eligible, in accordance with the following schedule effective January 1, 1997:

Eye Examination	\$39
Frame	\$38
Single Vision Lenses	\$38
Bifocal Lenses	\$38
Trifocal Lenses	\$55
Contact Lenses (including exam, professional fee and lenses):	
Medically Necessary	\$148
Cosmetic	\$55

In addition to the above changes, the ~~Corporation~~ Company will instruct ~~Co/Op Optical~~ the Vision Carrier to continue the same general level of frame quality and selection as administered under the previous agreement.

Very truly yours,

CHRYSLER CORPORATION-FCA US LLC
By Ronald D. Gurdak Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW

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By ~~Leonard J. Paula~~ Norwood H. Jewell

Letter Originated - October 18, 1993
John D. Wilson (Corporation)
Leonard J. Paula (Union)

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FIAT CHRYSLER AUTOMOBILES

Exhibit B

Same-Sex Domestic Partner Benefits

~~October 12, 2011~~ September xx, 2015

(C-41) Same-Sex Domestic Partner Benefits

International Union, UAW

Attention: Mr. ~~General Holiefield~~ Norwood H. Jewell

Dear Sirs:

During the recently concluded negotiations, ~~Chrysler Group LLC~~ FCA US LLC and the UAW agreed to study the potential offering of same-sex domestic partner health care benefits. We have reviewed the practices of several major companies who offer such benefits.

The parties have agreed to offer domestic partner benefits in recognition that the Company employs, and the UAW represents, people from various and diverse backgrounds. The Company and the UAW value diversity and strive to ensure that their policies and practices are inclusive and non-discriminatory.

Therefore, consistent with our belief that a diverse workforce is an important asset, and in line with the interest to be fair, equitable and fiscally responsible, the Company and the UAW have agreed to expand the eligibility requirements to eligible same-sex domestic partners of eligible active employees for hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverages effective August 1, 2000.

Eligibility Rules for Same Sex Domestic Partners

Effective August 1, 2000, the Company will offer domestic partner hospital, surgical, medical, prescription drug, dental, vision, and hearing aid coverages to eligible active employees who have a qualifying same-sex domestic partner relationship.

This understanding is an expansion of Article III, Section 2.B and C. of the H-S-M-D-D-V Program, presently available under our Agreement for active employees and their eligible dependents. In addition, all other provisions of the H-S-M-D-D-V Program shall apply.

In the event an active employee dies while having an eligible domestic partner enrolled for coverage, the Company will continue hospital, surgical, medical, prescription drug, hearing aid coverages (but not dental or vision expense coverages) for the enrolled and eligible domestic partner (and eligible children, if any) as if the domestic partner were a surviving spouse under

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Article III, Section 1.B.(1). of the H-S-M-D-D-V Program, provided such domestic partner otherwise meets the terms of Article III, Section 1.B.(1). (a domestic partner for this purpose will be treated as a surviving spouse if the domestic partner relationship has existed for at least one year immediately prior to his/her death). Nothing contained herein shall be construed as providing eligibility for monthly survivor income benefits.

The parties agree that a same sex domestic partner is defined as a relationship between two people who meet ALL of the following criteria:

- Are the same sex;
- Have shared a continuous committed relationship with each other for no less than six (6) months, intend to do so indefinitely, and neither has any such relationship with any other person;
- Are jointly responsible for each other's welfare and financial obligations;
- Reside in the same household;
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence;
- Must reside in a state where marriage between persons of the same sex is not recognized as a valid marriage by the state, or, if residing in a state which recognizes same-sex unions, enter into such union as is recognized by the state;
- Each is over age 18, of legal age, legally competent to enter a contract; and
- Neither is married to a third party.

Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all of the above criteria. The effective date of coverage will be the date the affidavit is notarized, provided the employee is otherwise eligible for health care coverage and notifies the Company within 30 days from the date the affidavit is notarized, or, if later, the first of the month following receipt of the affidavit by the Company.

The Company shall have the right of determining eligibility for the benefit, consistent with the provisions described above. The primary enrollee claiming initial or continuing eligibility of a domestic partner and/or dependent(s), if any, shall furnish any documentation that may be necessary to substantiate the claimed eligibility of the domestic partner and/or dependent(s).

The parties agree that in those instances where a legal jurisdiction (i.e., state) recognizes same sex marriages, or other forms of same-sex unions, a legal marriage, or other legal union, will be required to establish or continue coverage for those employees who reside in such jurisdiction.

In these cases, coverage will be effective as of the date of the marriage, or other such state recognized union, provided the employee is otherwise eligible for health care coverage and notifies the Company within the time limitations currently in place for adding a dependent.

Children of an employee's domestic partner will be considered eligible if they meet the requirements to be the employee's dependents under Section 151 and 152 of the IRS code. In those cases, employees will not be taxed on the value of the child's coverage (see Tax Consequences below).

It continues to be the employee's responsibility to remove dependents who are no longer eligible for coverage under the Company-provided health care plans, i.e., at the point in time when they are no longer eligible under the provisions of our negotiated agreements and this letter of understanding.

Continuation of Coverage

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Same-sex domestic partners, when deleted from Company-provided coverage, do not qualify for COBRA coverage under the federal government's regulations regarding COBRA continuation of coverage. In addition, certain alternative plans may not provide COBRA-like coverage. The Company is in the process of making arrangements for a COBRA-like cash pay continuation of coverage with eligibility rules and payment arrangements as apply under COBRA for persons who no longer meet the eligibility rules as defined in this letter and under our bargaining agreement.

Tax Consequences

Because of IRS regulations, enrollment of a domestic partner is likely to result in tax consequences since the IRS and state laws do not presently recognize a same-sex partner as a legal spouse. The parties agree that in those instances when the non-employee partner does not qualify as a dependent of the employee under Sections 151 and 152 of the IRS code, the fair market value of the benefits provided for the partner will be imputed (taxable) income to the employee.

The Company will assume that when an employee enrolls a same-sex domestic partner for hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverages, the domestic partner does not meet the IRS code requirements for dependent status, unless the employee provides acceptable proof to the Company to the contrary.

Confidentiality

As with all personnel files, health care elections are treated as strictly confidential information. Company and UAW Benefits Representatives will be instructed regarding the confidentiality of all benefit matters and to apply strict confidentiality regarding the issue of domestic partner eligibility.

Health Care Plan Options Accepting Same-Sex Domestic Partners

It is the intent of the Company to make same sex domestic partner eligibility available under all health care options offered by the Company to eligible members. Some Health Maintenance Organizations (HMOs), Preferred Provider Organizations (PPOs), and Dental Health Maintenance Organizations (DHMOs) may not make such coverage available to the Company and, therefore, the Company will not be able to make such coverages available to employees who are enrolled under these options.

For example, some state laws may not allow insured plans to provide same-sex domestic partner benefits for health care. In these instances, employees eligible for Standard Care Network coverage who elect domestic partner coverage may change their health care plan to the Standard Care Network (which is self-insured and therefore not subject to such state laws) or to another available alternative plan that does accept domestic partner coverage, concurrent with the effective date of adding a qualifying domestic partner for coverage. Employees not otherwise eligible for Standard Care Network coverage must elect an HMO, if an HMO option is available that provides domestic partner coverage; or may elect the Standard Care Network coverage if no available HMO offers domestic partner coverage concurrent with the effective date of adding a qualifying domestic partner for coverage.

Discontinuation of Same-sex Domestic Partner Status

Pursuant to the Supreme Court decision in Obergefell v. Hodges legalizing same-sex marriage throughout the United States, the parties agreed to remove all benefit provisions providing eligibility for same-sex domestic partners and their children pursuant to the below stated timeline:

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Employees who, on January 1, 2016, have benefit coverage provided under the Agreement for a same-sex domestic partner and their children will continue to retain that coverage until December 31, 2016. In order to continue such coverage of any benefit under Exhibit B of the Agreement, the employee must, no later than December 31, 2016 provide documentation to the Company, as required by law to demonstrate proof of marriage.

Should the Obergefell decision be overruled or revised, by the Court or Act of Congress, the parties agreed that the eligibility language covering same-sex domestic partners and their children will revert back to the same-sex domestic partner language contained within this Agreement and the discontinuation of same-sex domestic partner status will no longer have effect.

Very truly yours,

CHRYSLER GROUP LLC/FCA US LLC

By: Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: ~~General Holiefield~~ Norwood H. Jewell

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FIAT CHRYSLER AUTOMOBILES

Exhibit B

Health Care Administrative Manual

~~October 12, 2011~~ September xx, 2015

(C-46) Health Care Administrative Manual

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, in a concerted effort to improve the administration of health care benefits, the parties agreed to the following time table regarding approval and distribution of the UAW Administrative Manual:

- The current draft Administrative Manual will be updated with the changes as the result of these negotiations and a copy will be provided to the UAW and the Control Plan no later than ~~December 31, 2011~~ June 30, 2016.
- The UAW and the Control Plan will have 180 days from receipt of the draft to review the updated Administrative Manual and advise the ~~Corporation~~ Company of any proposed revisions. Failure to respond within 180 days by either of the parties will result in automatic approval.
- Copies of the approved Administrative Manual will be distributed within 30 days following approval.
- Future benefit changes will be incorporated into the Administrative Manual within 90 days of such changes.

Very truly yours,

~~CHRYSLER GROUP LLC~~ FCA US LLC
By Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~General Holiefield~~ Norwood H. Jewell

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FIAT CHRYSLER AUTOMOBILES

Exhibit B

Health Care Historical Reference Manual

October 12, 2011-September xx, 2015

(C-51) Health Care Historical Reference Manual

International Union, UAW

Attention: Mr. General Holiefield Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the parties agreed to create a Health Care Historical Reference Manual which will include, but is not limited to, the following Historical letters:

2011 National Agreement

Letter Title

C-7 Health Care Quality
C-11 On-Site Physical Therapy
C-17 Control Plan Re-Engineering
C-22 Change Of Address - Retiree/Surviving Spouse
C-24 Improving Benefits Survey Through Technology
C-36 Long Term Care Pilot
C-37 AMC Insurance Program
C-38 AMC Insurance Program - Retirees
C-43 The Kenosha Engine Plant Substance Abuse Pilot
C-47 Wellness Provider

2015 National Agreement

Letter Title

C-42 PPO Narrow Network
C-44 Request for Proposals

The manual will be jointly developed by the parties and will be made available to the International Union, UAW.

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9-14-2015

Very truly yours,

CHRYSLER GROUP LLC

By: Kathleen Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: ~~General Holiefield~~ Norwood H. Jewell

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Exhibit B

New Letters



FIAT CHRYSLER AUTOMOBILES

Exhibit B

Excise Tax Implications

September xx, 2015

(New-xx) Excise Tax Implications

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

During these negotiations, the parties discussed the application of the Excise Tax on High Cost Employer-Sponsored Health Coverage imposed under the Affordable Care Act on any health plans an employer offers. The parties also discussed that the per-employee dollar limits for these high cost health plans may be modified from time to time by the federal government.

Should any Health Care Plan offered by the Company be expected to exceed the government mandated per-employee dollar limits and be subject to this Excise Tax, the parties will employ a process similar to that used in Letter C-14 to find areas of opportunity to reduce cost. The parties further agree that a member who voluntarily remains in such plan will be subject to a maximum deductible of \$400 for single coverage and \$800 for family. Further, FCA will consult with the UAW National Chrysler Department to ensure that the Excise Tax calculation is conducted in a manner that results in the lowest tax allowable under the law.

Very truly yours,
FCA US LLC
By Kathleen S. Neal

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

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FCA US LLC - UAW Pension Agreement

Pension

(N-104) MOU - FCA US LLC - UAW Pension Agreement - IRC Section 436

Memorandum of Understanding FCA US LLC - UAW Pension Agreement IRC Section 436

September 15, 2015

The parties have discussed Internal Revenue Code Section 436 as it relates to the FCA US LLC - UAW Pension Agreement (the "Plan"). To the extent permitted by Code Section 436 and the Treasury Regulations promulgated thereunder, the parties agree to amend Section 4(G) of the Plan to provide the following upon cessation of applicable Code Section 436 limitations, based on the similar terms of the UAW-sponsored Pension Plans' Code Section 436 amendments adopted on November 7, 2013:

- a) A provision allowing for the resumption of prohibited payments
- b) Restoration of benefits accruals that were not permitted to accrue
- c) Retroactive payment of any shutdown or UCEB benefits that are prohibited
- d) A provision allowing plan amendments to take effect retroactively

However, notwithstanding the foregoing, FCA US LLC (the "Company") shall not in any event be required to make contributions to the Plan solely to avoid application of the funding-based restrictions under Code Section 436 and the Treasury Regulations promulgated thereunder, and the resumption of prohibited payments, restoration of benefit accruals, retroactive payments and retroactive plan amendments shall only be effective if such resumption, restoration, retroactive payment or retroactive amendment does not cause the funding-based restrictions under Code Section 436 and the Treasury Regulations promulgated thereunder to apply.

The parties have agreed that the Company will draft an amendment to the Plan as soon as is reasonably possible to effectuate the foregoing.

For the International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of America (UAW):

Norwood H. Jewell
Norwood H. Jewell

For FCA US LLC (Company):

James J. Banto
James J. Banto

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Exhibit B

Deleted Letters



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Exhibit B

PPO Narrow Network Program

September 29, 2003

(C-42) PPO Narrow Network Program

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During these negotiations, the Corporation and the Union agreed to the establishment of a new Narrow Network PPO Program to be implemented in the states of Michigan, Missouri, Indiana, Ohio, and Wisconsin no later than January 1, 2005. The goal of the Program is to provide access to high quality, cost-effective providers. The Program shall reduce the size of the provider network in those states, while maintaining agreed upon access standards, by approximately 25% in the case of hospitals and 10% in the case of physicians. The baseline of hospitals and physicians will be those in the network as of September 15, 2003. The number of Ambulatory Surgical Facilities (ASF) and Freestanding Ambulatory Surgical Centers (FASC) will also be reduced as appropriate following local access evaluations. The Parties intend that the Plan be designed to reduce costs at each existing PPO by at least 10%.

In areas where multiple PPO alternatives are offered, all PPO networks must be identical. It is agreed that all new narrow networks will be constructed to meet all accreditation standards mutually agreed upon by the parties such as, NCQA or URAC.

High quality, efficient providers in the narrow networks will be selected and retained, by mutual agreement, based on their ability to meet the following criteria:

1. Quality of care, demonstrated by the use of evidence-based medicine
2. Efficiency of resources
3. Cost-effectiveness
4. Favorable medical outcomes
5. Other criteria as mutually agreed upon by the parties

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—— If the parties are unable to reach an agreement by June 1, 2004, on the methodology to be used for narrowing the networks, all such determinations shall be made by the applicable carrier. The carrier shall propose methodologies (including models similar or identical to the Xerox model) for consideration by the Parties. The Parties will agree to implement on a mutual basis.

—— One year after implementation, an evaluation will be conducted to determine the outcome of the Program. The evaluation will be based on the first 12 months of data. If the parties determine that the Program met the aforementioned criteria, the network may be further reduced by mutual agreement to achieve the goals of the Narrow Network Program. In addition, the Program may be expanded to additional mutually agreed-upon areas.

Very truly yours,

DAIMLERCHRYSLER CORPORATION
By Mark J. Gendregske

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Nate Gooden

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Exhibit B

Request for Proposals

September 29, 2003

(C-44) Request for Proposals

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

~~During the course of these negotiations, the parties discussed the need to ensure high quality, competitive pricing and efficient delivery throughout the health care supply chain. The parties agreed to proceed with a request for proposal (RFP) process for each of the following plan offerings: Standard and PPO plans including the Control Plan, Dental, Vision, Foot Care and Durable Medical Equipment including Prosthetics and Orthotics. The RFP process will be based on the existing plan design.~~

~~The timing of the individual RFP processes will be initiated as soon as practicable but not later than January 1, 2004, after the conclusion of these negotiations and completed no later than July 31, 2004. The parties agree further to utilize an external consultant to assist with the RFP process. At such time that a final recommendation has been made by the consultant, the parties will mutually determine the selection, timing and implementation of the respective supplier(s).~~

Very truly yours,

DAIMLERCHRYSLER CORPORATION
By Mark J. Gendregske

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Nate Gooden

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Exhibit D



FIAT CHRYSLER AUTOMOBILES

Exhibit D

(003) ARTICLE III - Duration of Benefits

Article III
DURATION OF BENEFITS

(1) Supplemental Unemployment Benefits (SUB)

An employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after ~~October 12, 2011~~ September xx, 2015 shall be eligible for Supplemental Unemployment Benefits according to the following provisions during the term of the National Agreement:

(a) Indefinite Layoffs or a Temporary Layoff, as jointly identified by the Parties, in which the Company modifies shifts or work schedules to enhance operating performance and continues to actively employ employees that otherwise would be placed on indefinite layoff (Qualified Counter Layoffs*)

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 26 weeks

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 39 weeks

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 52 weeks.

(b) Temporary Layoffs excluding those defined in Section (1)(a) above including all non-volume related layoffs such as reallocation of product, transfer of operations, sourcing of work or product, and closed plant status shall be considered non-qualified layoffs (Non-Qualified, Non-Counter Layoffs*):

Employees on a Non-Qualified Layoff will be eligible for SUB Benefits for the duration of such Layoff subject to the provisions of Article I of this Plan.

* Qualified Layoff and Non-Qualified Layoff will be deemed "Qualifying" as defined in Article I Section (3)(b).

(2) Transitional Assistance (TA)

An Employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after ~~October 12, 2011~~ September xx, 2015 and who exhausts his or her

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maximum entitlement for a Supplemental Unemployment Benefit (as per (1) above) shall be eligible for subsequent benefits under the plan covering Transitional Assistance with the duration of TA entitlement based on seniority in accordance with the following provisions during the term of the National Agreement:

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, will be eligible to receive TA Benefit payments for a maximum of 26 weeks:

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, be eligible to receive TA Benefit payments for a maximum of 39 weeks:

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, be eligible to receive TA Benefit payments for a maximum of 52 weeks.

An employee may elect, prior to becoming eligible for TA Benefits, to opt out of TA Benefits and receive a lump-sum cash payment; in doing so, the employee shall forfeit eligibility for weekly TA Benefit payments, and shall also terminate their seniority and forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TA Benefit for which the employee would otherwise be eligible (i.e. 50 percent of the employee's gross weekly base earnings, based on a 40-hour week, multiplied by either 26, 39 or 52, depending on the employee's seniority). An employee who elects to opt out of the TA will continue to receive health care coverage for the remainder of the months of extended coverage for which he or she would have been eligible, based on years of seniority at the time of layoff, had he or she not elected to opt out of TA.

A TA Opt-Out cash payment is deemed a Separation Payment and as such is subject to the provisions in Article IV. Employees may select only one separation payment.

The parties will work collaboratively with local, state, and national governmental agencies to identify various alternative funding options for retraining employees on qualifying layoff.

(3) Limitation of Duration of Benefits for Hourly Employees

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Hourly Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

(4) Limitation of Duration of Benefits for Salaried Employees

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Salaried Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

(5) Replenishment of Durational Provisions

The weekly durational provisions of this Article that pertain to the Supplemental Unemployment Benefit (SUB) and Transitional Assistance (TA) benefits shall be replenished as of the effective date of this Agreement.

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Exhibit D

(007) ARTICLE VII - Financial Provisions and Reports

**Article VII
Financial Provisions and Reports**

(1) Establishment of Funds

The Company shall establish and maintain two separate and distinct trust funds, an Hourly Fund and a Salary Fund, in accordance with this Plan, with a qualified bank or banks or a qualified trust company or the Company. The same Trustee may but need not be appointed for both Funds. The Company's contributions shall be made into the Funds. Benefits and Separation Payments shall be payable only from the Funds, except for Automatic Short Week Benefits which shall be payable by the Company. The Company shall provide in the trust agreement that the assets of the Funds shall be held in cash or invested only in:

- (i) obligations issued or guaranteed by the United States Government; and/or
- (ii) prime quality short-term obligations such as commercial paper, bankers acceptances, certificates of deposit, or similar investments, and/or
- (iii) a common, collective or commingled investment fund consisting of any combination of the investments under (i) and (ii) above; irrespective of the rate of return thereon, and without any absolute or relative limit upon the amount that may be invested. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

The Trustee or Trustees from time to time may settle its or their accounts in the manner provided by the trust agreement by service of a copy of the accounts upon the Board, the Union and the Company. The Company or the Union or the Board may object to the accounts within 90 days after service. Otherwise the accounts shall be final and shall be binding upon the Company, the Union, Employees, former Employees, laid off Employees and the Trustee or Trustees. In any proceeding for the settlement of the accounts of the Trustee or Trustees, or concerning the administration of the Funds, service of notice or process on the Union members of the Board shall be deemed, for all purposes, service on the Union, the Employees, former Employees, and laid off Employees.

(2) Company Contributions

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(a) Hourly Fund

(1) General

As of ~~October 12, 2011~~ September xx, 2015, all Company contribution provisions and requirements under the 1988, 1990, 1993, 1996, 1999, 2003, and 2007 and 2011 (as amended per the 2009 Settlement Agreement) SUB Plans shall cease and no further contributions as previously required shall be placed into the Hourly Fund. The Hourly Fund balance, shall be used to pay Regular Benefits and Separation Payments due and payable under this ~~2011-2015~~ Plan.

(2) Hourly Fund Level and Required Contributions

(i) The Company will make periodic weekly contributions to the Hourly Fund to maintain the Hourly Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.

(ii) After each calendar year, the Company shall reduce the charges to the SUB Maximum Financial Liability Cap for Hourly Employees by an amount, if any, by which (aa) the total dollar amount of Unscheduled Short Week Benefits paid during Pay Periods beginning in the preceding calendar year (excluding any such Benefit paid for a layoff resulting from an act of God, as defined below, or part of such Benefit attributable to the period during which the act of God continues to necessitate the layoff) exceeds (bb) the amount determined by multiplying six cents (\$.06) by the total hours for which Employees received pay from the Company during Pay Periods beginning in such calendar year.

The term "act of God" as used in this subsection means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts.

(3) SUB Maximum Financial Liability Cap for Hourly Employees

Any amounts determined under Section 2(a)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Hourly Employees of ~~\$474~~ \$256 million plus any additional amount (not to exceed ~~\$103~~ \$51 million) generated by the formula under Section 3.(d)(1) of this Article VII.

(4) If the Company at any time shall be required to withhold any amount from any contribution to the Hourly Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Hourly Employees as defined under Subparagraph (3) above.

(b) Salary Fund

(1) General

As of ~~October 12, 2011~~ September xx, 2015, all Company contribution provisions and requirements under the 1988, 1990, 1993, 1996, 1999, 2003, and 2007 and 2011 (as

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amended per the 2009 Settlement Agreement) SUB Plans shall cease and no further contributions as previously required shall be placed into the Salary Fund. The Salary Fund balance shall be used to pay Regular Benefits and Separation Payments due and payable under this ~~2014~~ 2015 Plan.

(2) Salary Fund Level and Required Contributions

(i) The Company will make periodic weekly contributions to the Salary Fund to maintain the Salary Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.

(3) SUB Maximum Financial Liability Cap for Salaried Employees

Any amounts determined under Section 2(b)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Salaried Employees of \$~~4826~~ million plus any additional amount (not to exceed \$~~445~~ million) generated by the formula under Section 3.(d)(2) of this Article VII.

(4) If the Company at any time shall be required to withhold any amount from any contribution to the Salary Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Salaried Employees as defined under subparagraph (3) above.

(3) Liability

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to this Plan, constitute the entire Plan. The provisions of this Article with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments.

The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in any Fund; and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

(b) The Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(d) Financial Liability

(1) Hourly Fund

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The Company's total financial liability for the cost of the SUB Plan, including Company contributions (as determined under Section 2(a)(2)) to the Hourly Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Hourly Employees. Such Cap shall be established at \$474 256 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$403 51 million.

(2) Salary Fund

The Company's total financial liability for the cost of the SUB Plan, including Company contributions (as determined under Section 2(b)(2)) to the Salary Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Salaried Employees. Such Cap shall be established at \$48 26 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$44 5 million.

(4) No Vested Interest

No Employee shall have any right, title, or interest in or to any of the assets of any Fund, or in or to any Company contribution thereto.

(5) Company Reports

The reports provided for in this Section shall be furnished separately, where appropriate, for Hourly Employees and Salaried Employees, respectively. Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing:

Hourly Employees

A. Contributions

1. Total weekly contributions paid

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[Signature]

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B. Payments - Amount

1. Trust Fund Payments

SUB payments Indefinite Layoff
SUB payments Temporary Layoff
TA payments Indefinite Layoff
TA payments Temporary Layoff
Total regular payments
Benefit overpayments recovered
Separation payments
Net trust fund payments

2. Company payments

Unscheduled short week benefits
Scheduled short week benefits
Total Company payments

3 Total payments

C. Payments - Number

1. Trust fund payments

SUB payments Indefinite Layoff
SUB payments Temporary Layoff
TA payments Indefinite Layoff
TA payments Temporary Layoff
Total regular payments
Separation payments
Total trust fund payments

2. Company payments

Unscheduled short week benefits
Scheduled short week benefits
Total Company payments

3. Total payments

D. Number of Employees

1. Active

2. Layoffs - Indefinite

Temporary
Total

3. Total Employees

E. Total number of hours for which Employees received pay

F. SUB Maximum Financial Liability

1. Balance at beginning of month

2. Less charges to Cap

a. Periodic weekly contributions
(Article VII, Section 2(a)(2)(i))
b. Company payments
(Article VII, Section 2(a)(3))
c. Total Charges

3. Plus credits to the Cap

b. Excess short week benefits

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(Article VII, Section (2)(a)(2)(ii))

c. Total credits

4. Balance at end of month

The information shown in the report under A. Contributions, B. Payments - Amount, C. Payments Number, and E. Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

Salaried Employees

A. Contributions

1. Total weekly contributions paid

B. Payments - Amount

1. Trust Fund Payments

SUB payments Indefinite

Layoff SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Benefit overpayments recovered

Separation payments

Net trust fund payments

2. Company payments

Unscheduled short week benefits

Scheduled short week benefits

Total Company payments

3. Total payments

C. Payments - Number

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Separation payments

Total trust fund payments

1. Trust fund payments

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Separation payments

Total trust fund payments

2. Company payments

Unscheduled short week benefits

Scheduled short week benefits

Total Company payments

3. Total payments

D. Number of Employees

1. Active

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2. Layoffs – Indefinite
Temporary
Total

3. Total Employees

E. Total number of hours for which Employees received pay

F. SUB Maximum Financial Liability

1. Balance at beginning of month
2. Less charges to Cap
 - a. Periodic weekly contributions (Article VII, Section 2(b)(2)(i))
 - b. Company payments (Article VII, Section 2(b)(3))
 - c. Total Charges
3. Plus credits to the Cap
4. Balance at end of month

The information shown in the report under A. Contributions, B. Payments - Amount, C. Payments - Number and E. Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

G. The Company shall furnish to the Union and the Board quarterly a listing by Plant showing the names of the persons who, during the preceding calendar quarter, accepted a Separation Payment, together with the Number of Hours' Pay, deductions, gross and net amounts applicable to each such Separation Payment.

H. On or before October 15 of each year, the Company shall furnish to the Union a report, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished by the Company for the preceding year regarding the monthly charges and credits against the SUB Maximum Financial Liability Caps for Hourly and Salaried Employees.

I. The Company or the Trustee shall furnish annually to each Employee who received Benefits or a Separation Payment, or both, during the year, a statement showing the total amount received and any amount of tax withheld therefrom.

J. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year.

K. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the average State System Benefit received by Employees for weeks with respect to which they received Regular Benefits paid without reduction for Other Compensation as defined in Section (3)(a) of Article II during the preceding year.

L. The Company shall comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

(6) Cost of Administering the Plan

(a) Expenses of Trustee

The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the respective Funds.

(b) Expenses of the Board

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The compensation of the Impartial Chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

The Company members and the Union members of the Board and of Local Committees shall serve without compensation from any Fund.

(c) Cost of Services

The Company shall be reimbursed each year from the Funds for the cost to the Company of bank fees and auditing fees.

(7) Benefits and Separation Payment Drafts Not Presented

The right of an Employee to receive a Benefit or a Separation Payment shall cease and be considered for all purposes as though such right had never existed if, prior to the second anniversary of the date a draft for such Benefit or Separation Payment was issued to such Employee, such draft is, for any reason, not presented for acceptance by the bank on which it was drawn. Any portion of a Fund segregated by the Trustee or Company in connection with such Benefit or Separation Payment shall revert to such Fund.

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RIS 9/14/15

Exhibit D

Letters



FIAT CHRYSLER AUTOMOBILES

Exhibit D

Severe Weather

~~October 12, 2011~~ September xx, 2015
(4) Severe Weather

International Union, UAW

Attention: Mr. ~~General Holiefield~~ Norwood H. Jewell

Dear Sir:

During the present negotiations, you requested an explanation as to how Company determinations are made that Employees are or are not on a qualifying layoff, within the meaning of Article I, Section (3) of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an act of God.

In making these decisions, the Company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local government agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of Employees, that any motorist will receive a substantial fine for any driving in the affected area.
- Disaster area declarations.
- Weather related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closing in the vicinity of the facility which prevent reasonable access to the facility.
- Effect of severe weather on the facility, e.g., collapsed walls, power outages, inability to move stock, etc.
- School closing.
- Airport closing.

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8-19-15

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RTS 8/18/15

- Government office closing.
- Postponement or cancellation of public or private events.
- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the plant and other Company facilities in the area.
- No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based on the pertinent factors listed above, on Employees and facilities.

With respect to a day during which a plant operates in an area in which severe weather conditions have occurred, if more than forty percent (40%) of the Employees scheduled to report for work on a shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed by the Unemployment Benefits Section of the Employee Relations Office and a decision shall be made by the Employee Relations Office with respect to any SUB Benefit eligibility for any Employee for such day.

It was also agreed by the parties during these negotiations that an Employee who reports for work on a day for which a Company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to Employees in such plant who did not report for work, all hours worked by such reporting Employee will be disregarded in calculating Compensated or Available hours for the Week and such Employee shall be deemed to be on qualifying layoff for the shift.

The parties further agree that during a week for which a Company determination is made that a qualifying layoff by reasons of severe weather exists at a Company facility, any overtime hours worked during that same pay period by Employees from that same Company facility shall be excluded from the count of Compensated or Available Hours for that pay period.

The parties have also agreed that the special severe weather consideration associated with Short Week Benefits (SWW) will also take effect on any day and shift for which Plant Management gives notification by public announcement or otherwise of a shutdown of operations due to severe weather prior to the start of such shift.

Such consideration will only apply to employees working or scheduled to work on the shift/ crew and on the date at the specific location that has been shut down due to severe weather conditions.

This Agreement will not apply to other FCA US LLC facilities that may be in the same general vicinity but have not cancelled operations.

Yours very truly,
 Chrysler Group LLC FCA US LLC
 By A. A. Iacobelli Glenn Shagena

8/19/15
 M.D.

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 RTS 8/18/15

Accepted and Approved:

INTERNATIONAL UNION, UAW
By ~~General Holiefield~~ Norwood H. Jewell

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FIAT CHRYSLER AUTOMOBILES

Exhibit D

AutoSUB

October 14, 1996
(12) AutoSUB

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the Corporation and Union recognized the need to improve the timeliness and accuracy of SUB Regular Benefit payments and to improve the efficiency of the application procedure.

The parties agreed to pursue the implementation of an Automated SUB Regular Benefit Application Procedure. The procedure would be implemented initially in Michigan with roll out to other states on a mutually agreed basis as these other states develop the ability to provide the requisite information to the Corporation.

The automated procedure would be applicable to laid off Employees eligible for Regular Benefits under the Chrysler-UAW SUB Plan who receive a State System Benefit. The contemplated procedure described below is subject to the development of specific business process rules and the establishment of effective means of transferring potentially large volumes of information from the states to the Corporation.

Under the automated procedure, the Corporation would utilize State System Benefit payment information provided by the states to calculate the payment of Regular Benefits for each full week of layoff. For this purpose, each otherwise SUB eligible Employee's application for a State System Benefit for each week will constitute an application for a SUB Regular Benefit for the respective Week. The submission of a written Regular Benefit application for each week of layoff will not be required by an Employee otherwise eligible under the automated procedure.

A laid off Employee ineligible for a State System Benefit will be required to submit an application form for each week of layoff in accordance with the present Regular Benefit application procedure.

*7/8 H.D.
8-5-15*

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[Signature]

*11/5/15
RTS 8/4/15
11/20/15 804*

A basic condition upon which the automated SUB application procedure would be implemented is the Corporation's ability to obtain from the states in a timely and acceptable format, all State System Benefit payment information, including but not limited to, any weekly Unemployment Compensation (UC), Trade Readjustment Allowance (TRA), Extended Unemployment Compensation and Emergency Unemployment Compensation (EUC), necessary for the Corporation's determination of an Employee's eligibility for, and the amount of, a Regular Benefit under the Chrysler-UAW SUB Plan. If timely and acceptable State System Benefit information becomes unavailable from a state after an automated procedure has been implemented, the automated procedure will be suspended in that state immediately and eligible Employees will be required to submit applications in accordance with the present Regular Benefit application procedure.

As noted, when these automated SUB application procedures apply, an Employee's application for a State Benefit will constitute submitting an application (and supporting information) for Regular Benefits from the SUB Plan with the same force and effect as though the Employee had provided the application (and related information) directly to the Plan on a paper application. Although information initially is submitted to the State Benefit system, as it affects SUB processing, the Employee will have the same responsibility for providing accurate information as applies for paper SUB applications (with determinations and appeals regarding possible SUB errors or misrepresentations determined solely under the present SUB review provisions).

In the event a significant number of Employees at a plant receive a State System Benefit and are determined by the Corporation to be ineligible for a Regular Benefit because they are not on a qualifying layoff under the provisions of Article I, Section 3(b)(2) of the SUB Plan, the Corporation will promptly notify the National Chrysler Department and Local Unions of such determination. In addition, the Corporation's determination will be posted on local plant bulletin boards in accordance with local practices. Such posting will be deemed to satisfy the denial of benefits notice requirements as provided under Article V, Section 2(c) of the SUB Plan. This provision is intended solely to prevent substantial and duplicate SUB administrative processing and will not be interpreted in such a manner as to preclude any Employee from filing an appeal with respect to any such Corporation determination.

Very truly yours,
CHRYSLER CORPORATION
By J.A. Glotzbach

Accepted and Approved:

INTERNATIONAL UNION, UAW

By Leonard J. Paula

(October 18, 1993 - Stan Marshall/R.D. Gurdak/ Leonard J. Paula)

PJB N.D.
8-5-15

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ETS 8/14/15
Ref 20150804



FIAT CHRYSLER AUTOMOBILES

Exhibit D

Elimination of SUB Trust

October 12, 2011-September xx, 2015
(27) Elimination of SUB Trust (revised)

International Union, UAW

Attention: ~~Mr. General Holiefield~~ Norwood H. Jewell

Dear Sirs:

~~This will confirm an understanding that at the conclusion of these negotiations the national parties agree to discuss the termination of the trust fund associated with the Supplemental Unemployment Benefit Plan and these discussions will be limited to those procedural issues associated with the Trust without impacting benefit eligibility, entitlement or the payment of any Plan benefit as agreed to under the terms of and for the duration of this Agreement.~~

At the conclusion of the 2011 negotiations the parties agreed to discuss termination of the trust fund associated with the Supplemental Unemployment Benefit (SUB) Plan.

As a result of those discussions and following considerable analysis and research, the parties agreed that the SUB Plan no longer needed to be funded by the Trust and that the Trust would be terminated.

Consequently, effective January 1, 2013 the Trust was terminated without impacting benefit eligibility, entitlement; and with no disruption of SUB Plan benefit payments.

During the course of this Agreement the Company and the UAW shall endeavor to find all SUB Plan sections that will require revision to remove references to the Trust, consistent with the Trust termination. The parties agree that these revisions will be addressed in the negotiations of the next Agreement.

Very Truly Yours,

PJB
CDH
9/14/15

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RIS 9/14/15

~~Chrysler Group LLC~~ FCA US LLC
By: ~~A.A. Iacobelli~~ Glenn Shagena

Accepted and Approved;

International Union, UAW

By: ~~General Holiefield~~ Norwood H Jewell

PJB
9/16/15

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[Signature]

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RS 9/14/15



FIAT CHRYSLER AUTOMOBILES

Exhibit D

SUB Administration Manual

~~October 12, 2014~~ September xx, 2015

(29) SUB Administration Manual

International Union, UAW

Attention: Mr. ~~General Holifield~~ Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the parties agreed to create a SUB Administration Manual which will include, but is not limited to the following Historical Letters:

2007 National Agreement:

- Letter 5 Continuing SUB Benefits Hourly Employees
- Letter 6 Continuing SUB Benefits Salaried Employees
- Letter 7 Exhaustion of Hourly SUB Cap
- Letter 8 Exhaustion of Salary SUB Cap
- Letter 9 Extended SUB Benefits
- Letter 15 Employment Security System Hourly Employees
- Letter 16 Employment Security System Salaried Employees
- Letter 17 Transferred AMC Employees
- Letter 18 Effective Dates
- Letter 20 Asset Transfer

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H.D.
9/13/15

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RJS 8/11/15
20150811

- PM&P Letter 133 Additional Job and Income Security Financial Liability
- OC&E Letter 165 Additional Job and Income Security Financial Liability

2015 National Agreement:

- Letter 2 Seniority
- Letter 13 Waiver of Separation Payment Layoff Waiting Period

The manual will be jointly developed by the parties and will be made available to the International Union, UAW

Very Truly Yours,

~~Chrysler Group LLC~~ FCA US LLC
By: ~~A.A. Iacobelli~~ Glenn Shagena

Accepted and Approved;

INTERNATIONAL UNION, UAW

By: ~~General Holiefield~~ Norwood H. Jewell

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H.D.
8-13-15

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RTS 8/11/15
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Exhibit D

SWW at AWS with Less Than One Year Seniority

September xx, 2015

N-xx SWW at AWS with Less Than One Year Seniority

International Union, UAW

Attention: Mr. Norwood H Jewell

Dear Sirs:

Whereas Exhibit D, Article I, Section (2)(a)(2) stipulates as it relates to eligibility for Automatic Short Week Benefits "An Employee shall be eligible, if, he had at least one (1) year of Seniority as of the last day of the week" during which a qualifying layoff takes place;

This will confirm an understanding between the Company and the Union with respect to the eligibility rules for Automatic Short Week Benefits under the provisions of the Supplemental Unemployment Benefit (SUB) Plan which are incorporated in the Collective Bargaining Agreement.

The parties have agreed that effective January 1, 2013 under certain circumstances employees with Seniority as defined in Sections 45 thru 49 of the P M & P Agreement may be eligible for Short Week Benefits if otherwise eligible and if on a qualifying layoff.

This agreement applies only to Manufacturing facilities currently operating in a "3/2/120" or Four Day Work Week Alternative Work Schedule that encounters qualifying lost time resulting from "short shifting" due to part shortages, supplier issues or the mechanical breakdown of equipment in the facility where the affected employees work.

This Agreement does not apply to severe weather situations, model changeovers or layoffs resulting from market related influences. Nor does it supersede or override any of the understandings or agreements of the Severe Weather Letter Agreement incorporated in the SUB Plan.

By endorsing this Letter Agreement the parties have essentially agreed to change the one (1) year of Seniority requirement to simply being an otherwise eligible Seniority Employee; provided such Employee is working at a manufacturing facility operating in a "3/2/120" or Four Day Work Week Flexible Operating Pattern as defined in Letter 240 of the PM&P and that such facility is impacted by a specific type of lost production time or "short shifting" as indicated above.

Very Truly Yours,

PJR
CDH
9/16/15

137 [Signature]

9/16/15 NB
RCS 9/16/15

FCA US LLC
By: Glenn Shagena

Accepted and Approved:

International Union, UAW
By: Norwood H Jewell

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9/16/15

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RIS
9/16/15

Exhibit E



Exhibit E

(001) Exhibit E - Relocation Allowance Plan

RELOCATION ALLOWANCE PLAN

Incorporated by reference in collective bargaining agreements dated ~~October 12, 2011~~ September xx, 2015, between ~~Chrysler Group LLC~~ FCA US LLC and the UAW.

(1) Eligibility

An employee shall be eligible for a Relocation Allowance provided that:

(a) he is engaged on an operation or employed in a department which is transferred on or after January 1, 1962, from one (1) plant (hereinafter referred to as Prior Plant) to another plant (hereinafter referred to as New Plant) of the Company and he transfers to the New Plant pursuant to the section of the Collective Bargaining Agreement relating to Transfer of Operations Between Plants (Section (68)(a) or (b) of the PM&P Agreement, dated ~~October 12, 2011~~ September xx, 2015 or the corresponding section of any other Collective Bargaining Agreement between Chrysler and the UAW) and commences work at the New Plant; and

(b) he had seniority on the last day he was in Active Service as defined in Definition (1) of Article IX of the Supplemental Unemployment Benefit Plan, Exhibit D, at the Prior Plant and such Seniority has not been broken by quit on or prior to the date on which the Relocation Allowance is paid; and

(c) he is being placed at a New Plant out of his labor market area unless the New Plant is located less than fifty (50) miles from his Prior Plant.

When employees are relocated, they will make application for Relocation Allowance selecting from the following Relocation Package options:

Option 1 - Enhanced Relocation

Employees will receive a Relocation Allowance up to a maximum of \$30,000, \$6,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of \$16,000 will be paid to the employee at the new location.

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AF 9/8/15

After one (1) year of employment, employees may receive \$8,000 if they continue to be employees of the new location.

Employees who are placed and accept the Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee for a period of thirty-six (36) months unless the employee's status changes to laid off. In the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce, the thirty-six (36) month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other ~~Chrysler~~ FCA US LLC locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area.

Detailed information regarding payments pertaining to the Enhanced Relocation Allowance will be made available to employees.

Option 2 - Basic Relocation

Employee will receive a lump sum Relocation Allowance in the amount of \$4,800.

The employee who accepts the Basic Relocation Allowance will be eligible to apply for Return to Home Plant or Labor Market Area after working at the New Plant of relocation for a period of six (6) months or upon indefinite layoff from the New Plant.

Employees who return to their Home Plant in another Labor Market pursuant to M-11 will be eligible only for a basic relocation allowance.

Option 3 - Modified Enhanced Relocation

The Modified Enhanced Relocation option is available only to indefinitely laid off employees transferred involuntarily to an Out of Labor Market Area Placement under the provisions of Letter ~~N-XX-247~~ Placement and Workforce Utilization.

Employees will receive a Relocation Allowance up to a maximum of ~~\$30,000~~ \$50,000, ~~\$4,800~~ \$10,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures.

An additional amount of \$20,000 will be paid to the employee at the new location.

If they continue to be employees at the new location, the following schedule of additional payments will be made after the anniversary of their start date, providing that the New Plant is more than one hundred (100) miles from his Prior Plant. If the New Plant is over fifty (50) miles but less than one hundred (100) miles from his Prior Plant, the employee must present a signed Lease Agreement or Purchase Agreement for a home that is less than fifty (50) miles from the New Plant. Documentation must be presented within one (1) year from the date of transfer to the New Plant. In order for the employee to qualify for the "After 2 years" payment, proof of continued relocation must be presented:

After 1 year: ~~\$5,200~~ \$10,000

After 2 years: \$10,000

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After 3 years: \$10,000

Employees who are placed and accept the Modified Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee unless the employee's status changes to laid off or in the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce.

Employees receiving the Modified Enhanced Relocation Allowance will terminate their seniority at all other FCA US LLC locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area for plants where their seniority was broken.

~~Employees choosing the Modified Enhanced Relocation may exercise their recall and Return to Home Plant rights after six (6) months of employment at the new location.~~

~~Employees who choose to Return to their Home Plant are not entitled to receive any additional unpaid relocation payments, nor any basic relocation for the Return to Home Plant transfer.~~

(2) Effect of Other Relocation Benefits

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future Federal or State legislation, the employee must apply for such legislated relocation allowance prior to receiving any Relocation Allowance under the provisions of this paragraph. The amount of Relocation Allowance provided under this Exhibit E when added to the amount of Relocation Allowance provided by such legislation shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Exhibit E.

(3) When operations are concurrently transferred between two (2) or more plants, the number of employees to be transferred from one (1) plant will be offset against the number to be transferred to that plant and only the number of employees equal to the net difference will be transferred and entitled to Relocation Allowance.

(4) The services of a consultant or consultants, selected by the Company and agreed to by the Union and provided at the expense of the Company, will be made available to eligible employees with regard to assistance in home selling, home buying, assistance in moving household goods, and new community orientation.

Exhibits B, C, D, E, are incorporated by reference in the applicable collective bargaining agreements.

INTERNATIONAL
UNION, UAW

~~CHRYSLER GROUP LLC~~ FCA US LLC

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Exhibit F



Exhibit F

(001) Exhibit F - Profit Sharing Plan

**EXHIBIT F
SUPPLEMENTAL AGREEMENT
(PROFIT SHARING PLAN)**

On this 12th XXth day of ~~October~~ September, 2014 2015, ~~Chrysler Group LLC~~ FCA US LLC, hereinafter, referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Plan

Subject to the approval of its Board of Directors, the Company will establish a Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States, hereinafter referred to as the "Plan", a copy of which is attached hereto as Part B and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

Section 2. Administration

(a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as a result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Employee's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such

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person for such Plan Year and (2) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

(b) The Union shall be informed of the results of a review of a request by an Employee or beneficiary of an Employee pursuant to Article VI, Section 6.06 of the Plan, provided the Employee is represented by the Union.

(c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any payment under this Plan, Compensated Hours shall be credited to an Employee who is on a leave of absence under Section 80 of the National Production & Maintenance Agreement or Section 67 of the National Office, Clerical & Engineering Agreement if the leave was granted for the purpose of permitting the Employee to engage in the business of or to work for the Local Union and provided further that each such Employee is involved in the in-plant administration of the provisions of such National Agreement.

Section 3. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

(b) All computations made by the Company to determine ~~NAFTA Modified Operating Profit (Loss)~~ Adjusted Earnings (Loss) Before Interest and Taxes, ("NAFTA Adjusted EBIT") and the Eligible Profit Share Amount, when based on the ~~Company's~~ information that ~~management~~ FCA N.V. reports to its shareholders, the investment community and to the Securities and Exchange Commission ("SEC") shall be final and binding on the Union, Employees, beneficiaries and the Company.

In the event of changes in the overall corporate structure of the Company or any other change that have had or will potentially have a material impact on Eligible Profit Share Amounts, the Company shall calculate the effect of such changes, shall provide a schedule detailing the effect of all changes to the Union for review, and will meet with the Union to determine a mutually agreeable solution. The fundamental principal guiding any mutually agreeable solution would be the parties' mutual interest in preserving the integrity of the Profit Sharing Plan and ensuring that Eligible Profit Share Amounts will be calculated on a fair and consistent basis and in a manner consistent with the spirit of this Agreement. Notwithstanding any other provision of this Agreement, any unresolved disputes over such changes and their impact on Eligible Profit Share Amounts shall be subject to binding arbitration and shall be submitted to a mutually acceptable impartial person as described in Section 3.(d) ~~neutral (or three person panel of neutrals)~~ for resolution.

~~If the Company begins to report its NAFTA segment in its reports to its shareholders, the investment community and to the SEC, and/or the~~ If FCA N.V. Company modifies its NAFTA segment such that, under generally accepted accounting principles, a restatement

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C. S. 10/7/15

of the segment reporting footnote in the audited, annual consolidated financial statements is made, the parties will meet to determine a mutually agreeable solution for determining profit sharing under the Plan on a prospective basis.

(c) The Company shall disclose to the Union on an annual basis a schedule in the form below. In addition, the Company will respond as soon as practicable to reasonable requests from the Union for information regarding the calculations and information used in determining any Profit Share Amount.

FCA N.V. NAFTA Adjusted EBIT ¹ \$ _____

Divide by:

FCA N.V. NAFTA Revenues ¹ \$ _____

FCA N.V. NAFTA Adjusted EBIT Margin _____ %

Multiply by:

100 _____ 100

Multiply by:

\$800 \$ _____ 800

Eligible Profit Sharing Amount \$ _____

Employees:

with >= 1,850 Compensated Hours _____

with < 1,850 Compensated Hours _____

Average Compensated Hours for Employees

with < 1,850 Compensated Hours _____

Total Plan Year Profit Sharing Fund \$ _____

Total Compensated Hours _____

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Profit Share per Compensated Hour

\$ _____

Compensated Hours

Employees

0.00 - 100.00

100.01 - 200.00

200.01 - 300.00

300.01 - 400.00

400.01 - 500.00

500.01 - 600.00

600.01 - 700.00

700.01 - 800.00

800.01 - 900.00

900.01 - 1,000.00

1,000.01 - 1,100.00

1,100.01 - 1,200.00

1,200.01 - 1,300.00

1,300.01 - 1,400.00

1,400.01 - 1,500.00

1,500.01 - 1,600.00

1,600.01 - 1,700.00

1,700.01 - 1,800.00

1,800.01 - 1,849.00

=> 1,850

Total Employees

¹Source: Segment Reporting Footnote in FCA N.V. 20-F Filed with SEC

~~PROFIT SHARING PLAN~~

~~NAFTA Modified Operating Profit (Loss), as Defined in the Plan~~

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For the year ended December 31, 20XX
(\$ in Millions)

Modified Operating Profit (Loss) _____ \$ _____

NAFTA Modified Operating Profit (Loss) Multiplier _____ 85%

NAFTA Modified Operating Profit (Loss) _____ \$ _____

Eligible Profit Share Amount* _____ \$ _____

~~*Prior to any Compensated Hour adjustments~~

~~_____ (For the duration of this Agreement this schedule shall be applicable until and unless the Company reports its NAFTA segment results in its filings with the SEC. The NAFTA results involve the operations of the manufacture and distribution of related automotive products (vehicles and parts) in the NAFTA region.)~~

The Union has the right to engage independent consultants regarding the information provided by the Company.

(d) Any dispute or disagreement arising between the parties with respect to this Agreement or the Plan shall be immediately referred to the Vice President and Director of the Chrysler Department and the Company's Vice President of Labor Relations. The Company and Union recognize it is in the best interest of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to the dispute or disagreement then either party may refer the dispute. The parties agree to refer any disagreements over the interpretation of the terms of this Agreement or the Plan to a mutually acceptable impartial person for resolution upon thirty (30) days notice to the other party. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Employees, and the Company. Except as may be provided in this Section 3(d), such impartial person shall not, however, have any authority to determine accounting policies or any adjustment made by the Company used in the computation of NAFTA Modified Operating Profit (Loss) Adjusted EBIT or to change the dollar amount of NAFTA Modified Operating Profit (Loss) Adjusted EBIT. The determination of accounting policies (e.g., depreciation, expense allocation, etc.) so long as they are within generally accepted accounting principles remains within the sole discretion of the Company and such determination of accounting policies shall be final and binding upon the Union, Employees and the Company. However, for purposes of the Plan only, the impartial person shall have authority to ensure Eligible Profit Share Amounts are calculated with the core principle that Employees deserve to share in the economic gains the Company realizes from its North American operations. Accordingly, the parties intend,

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and an impartial person shall be empowered to act upon, the idea that Eligible Profit Share Amounts should reflect - and be linked to - the nature of the profitability figures reported to investors. Under such circumstances, the impartial person may modify the Eligible Profit Share Amount for purposes of payment under the Profit Sharing Plan. In addition, such impartial person shall have authority to resolve any disagreements which may arise out of Section 3(b) of this Supplemental Agreement. (e.g. FCA N.V. modification of its NAFTA segment, etc.). The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Company and the Union, shall be shared equally by the Company and the Union. Absent the parties agreement on an impartial person, and upon sixty (60) days notice by either party, each party shall submit a description of the nature of the disagreement to the Federal Mediation and Conciliation Service (FMCS) who shall provide a list of seven (7) arbitrators, each of whom is a member of the National Academy of Arbitrators and an attorney and/or legal professional experienced in the area of resolving disputes concerning collectively bargained profit sharing plans, enhanced and incentive pay plans. No later than seven (7) days following receipt of the initial panel, either party may request a second panel, which will be provided at the cost of the requesting party. Once the panel is settled upon, the parties shall alternatively strike names from the list until one remains. The order of the strikes shall be determined by coin flip. The impartial person will be notified of their selection.

Section 4. Governmental Rulings

(a) The Plan, as set forth in Part B, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Company obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Company, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Employee.

(b) The Company shall apply promptly to the appropriate agency for the ruling described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the UAW Vice President and Director of the National Chrysler Department, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall be written and shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

Section 5. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Profit Sharing Amount that otherwise would accrue for calendar year 2015⁹ will be paid and administered in accordance with the provisions of ~~this the 2015~~ Agreement and the Plan, as amended herein. ~~The Agreement dated October 29, 2007 shall not apply with respect to calendar year 2011.~~

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In witness hereof, the parties hereto have caused this Agreement to be executed
the day and year first above written.

INTERNATIONAL UNION, UAW

~~CHRYSLER GROUP LLC~~ FCA US LLC

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Exhibit F (Part B)

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Exhibit F Part B

(001) Article I - Establishment and Effective Date of Profit Sharing Plan

PART B
~~CHRYSLER GROUP LLC~~ FCA US LLC PROFIT
SHARING PLAN
FOR HOURLY AND REPRESENTED
SALARIED EMPLOYEES
IN THE UNITED STATES

ARTICLE I
ESTABLISHMENT AND EFFECTIVE
DATE OF PROFIT SHARING PLAN

1.01 Establishment of Plan

~~Chrysler Group LLC~~ FCA US LLC hereby establishes The ~~Chrysler Group LLC~~ FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States (hereinafter referred to as the Plan).

1.02 Effective Date of Amended Plan

The amended Plan shall become effective January 1, ~~2011~~ 2016, except as otherwise may be provided herein. This Plan shall apply to the determination, allocation and payment of Employee profit sharing for the ~~2011~~ 2016 calendar year. ~~The Agreement dated October 29, 2007 shall not apply with respect to calendar year 2011.~~

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THE FCA GROUP, INC. 2010/01/15

Exhibit F Part B

(002) Article II - Definition of Terms

ARTICLE II
DEFINITION OF TERMS

The following definitions will apply to all words and phrases capitalized in the text which follows:

2.01 "Administrator"

Administrator means ~~Chrysler Group LLC~~ FCA US LLC.

2.02 "Company"

Company means ~~Chrysler Group LLC~~ FCA US LLC.

2.03 "Compensated Hours"

(a) Compensated Hours means all hours, ~~not in excess of 1,850 hours in any Plan Year~~, for which an employee who is eligible to receive a payment for a Plan Year received pay from the Company with respect to hourly-rate or salary-rate employment as an Employee during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which an Employee who is eligible to receive a payment for a Plan Year receives Compensated Hours as listed below:

Straight Time Hourly Base Wages
Straight Time Salary Base Wages
Overtime (with each hour paid at premium rates to be counted as one hour)
Vacation and Paid Absence Allowance
Holiday Pay
Related Training - Temporary Layoff Payments
Bereavement Pay
Jury Duty Pay
Short-Term Military Duty Pay
Call-In Pay
Grievance Awards¹

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¹Includes grievance awards paid during a Plan Year that represent back pay for any Plan Year; provided, however, any back pay award in connection with reinstatement shall constitute Eligible Pay only for the Plan Year for which it is awarded.

However, no hours shall be duplicated because of payment under more than one Compensated Hours category.

All other categories of compensation, including moving allowance, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short-week benefit payments), any imputed income as may be designated by law (including, but not limited to, the cost to the Company of providing Legal Services, and Group Life Insurance and Survivor Income Benefit coverages in excess of \$50,000) and distributions of Profit Sharing Amounts under this Plan shall be excluded from the definition of "Compensated Hours."

An Employee who is eligible under this Plan at any time during a Plan Year pursuant to Section 2(c) of the Agreement shall have his or her Compensated Hours credited, for each calendar week or part thereof, on or after the date on which the Employee was enrolled in the Plan, while on Local Union leave, with an amount up to the straight time hours (for a maximum of 40 hours) such Employee would have worked if employed during such calendar week or part thereof.

(b) Compensated Hours shall include, for an Employee who otherwise would be eligible to receive a payment for a Plan Year, for each complete calendar week during such Plan Year that the Employee is on an approved medical leave and for such complete calendar week has received workers' compensation payments from the Company as the result of a totally disabling occupational injury or disease under any workers' compensation law or act or any occupational disease law or act, the straight time hourly base wages or straight-time salary hours (for up to 40 hours) such Employee would have earned if employed for such calendar week; provided:

(i) the Employee otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Employee is actively at work for the Company during at least one complete calendar week in the Plan Year

2.04 "Employee"

Employee means

(a) person regularly employed by the Company in the United States on an hourly-rate basis or a salary basis. Such persons regularly employed shall be:

(i) hourly-rate persons and represented salary persons employed on a full-time basis; and

~~(ii) part-time hourly rate employees and part-time represented salaried employees who, on a regular and continuing basis, perform jobs having definitely established working~~

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hours, but the complete performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek.

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.

2.05 "NAFTA Adjusted EBIT"

NAFTA Adjusted EBIT means Adjusted Earnings Before Interest and Taxes ("EBIT"), for the NAFTA segment as reported in the FCA N.V. Form 20-F as filed with the SEC. The NAFTA segment is FCA N.V.'s operations to support distribution and sales of mass-market vehicles in the United States, Canada, Mexico, and the Caribbean Islands, primarily through the Chrysler, Dodge, Fiat, Jeep and Ram Brands. Adjusted EBIT is defined as EBIT excluding gains/(losses) on the disposal of investments, restructuring, impairments, asset write-offs and other unusual income/(expenses) that are considered rare or discrete events that are infrequent in nature. This definition results in the exclusion from NAFTA Adjusted EBIT of non-operating results that management does not consider when assessing and measuring the operational and financial performance. In the event changes in reporting requirements, terminology or reporting practices (e.g. elimination of Sarbanes-Oxley Act) affect the calculation or public disclosure of NAFTA Adjusted EBIT, as defined above, the affected calculation shall be performed in a manner consistent with the disclosure of operational and financial performance to the FCA N.V.'s financial stakeholders and/or investment analysts. In the event that FCA N.V. is no longer required to publicly disclose its financial results and/or it chooses not to, the Company shall provide the Union a schedule which computes NAFTA Adjusted EBIT in a manner consistent with how the figure is defined and reported, as described above. In the event that FCA N.V. modifies its Adjusted EBIT definition from the above, the parties will meet to determine a mutually agreeable solution for determining NAFTA Adjusted EBIT on a prospective basis.

2.06 "NAFTA Adjusted EBIT Margin"

NAFTA Adjusted EBIT Margin is calculated as NAFTA Adjusted EBIT divided by NAFTA Revenues. The resulting percent will be rounded to the nearest 0.1% for purposes of calculating the Eligible Profit Share Amount and the New Hire Premium.

2.07 "NAFTA Revenues"

NAFTA Revenues means Revenues of the NAFTA segment as reported in the FCA N.V. Form 20-F as filed with the United States Securities and Exchange Commission. In the event FCA N.V. modifies NAFTA Revenues, the parties will meet to determine a mutually agreeable solution for determining NAFTA Revenues on a prospective basis.

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~~2.05 NAFTA Modified Operating Profit (Loss) ("NAFTA MOP")~~

~~NAFTA Modified Operating Profit (Loss) is 85% of Modified Operating Profit (Loss), as defined in Section 2.11, until and unless the Company reports its NAFTA segment results in its filings with the SEC. The NAFTA results involve the operations of the manufacture and distribution of related automotive products (vehicles and parts) in the NAFTA region.~~

~~2.06 "NAFTA Modified Operating Profit (Loss) Multiplier"~~

~~NAFTA Modified Operating Profit (Loss) Multiplier shall be 85% until and unless the Company reports its NAFTA segment results in its filings with the SEC.~~

2.078 "Plan"

Plan means The ~~Chrysler Group LLC~~ FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States.

2.089 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.0910 "Profit Sharing Amount"

~~Profit Sharing Amount means the amount payable to an Employee determined by taking the Employee's Eligible Profit Share Amount, as adjusted for the Employee's Compensated Hours for the Plan Year, as provided in Section 2.10. The amount to be paid to an Employee for a Plan Year, determined by multiplying such Employee's Compensated Hours for such Plan Year by the Profit Share Per Compensated Hours for such Plan Year. The Employee's Profit Share Amount shall be rounded using the common method to the nearest cent. The Profit Share Amount paid to an Employee is uncapped.~~

2.101 "Eligible Profit Share Amount"

Eligible Profit Share Amount means the ~~maximum~~ amount calculated in accordance with the following table and Section 3.(c) per Employee that may be payable in accordance with the following table:

<u>Eligible Profit Share Amount per 1.0% FCA NAFTA Adjusted EBIT Profit Margin</u>	
<u>FCA NAFTA Adjusted EBIT Profit Margin</u>	<u>Eligible Profit Share Amount</u>
<u>0% to 1.9%</u>	<u>\$0</u>
<u>2.0% or above</u>	<u>\$800</u>

The above calculation is capped at \$12,000.

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Compensated Hours		Maximum Compensated Hours for Profit Sharing		Prorated Portion of Eligible Profit Sharing Amount		Profit Sharing Amount per Employee		Profit Sharing Amount Payable to Employee
1,850	/	1,850	=	100%	X	\$6,400	=	\$6,400
1,500	/	1,850	=	81%	X	\$6,400	=	\$5,184
1,000	/	1,850	=	54%	X	\$6,400	=	\$3,456
500	/	1,850	=	27%	X	\$6,400	=	\$1,728

Compensated Hours		Maximum Compensated Hours For Profit Sharing		Prorated Portion Of Eligible Profit Sharing Amount		Maximum Profit Sharing Amount Per Employee		Profit Sharing Amount Payable To Employee
1,850	/	1,850	=	100%	x	\$4,000	=	\$4,000
1,500	/	1,850	=	81%	x	\$4,000	=	\$3,243
1,000	/	1,850	=	54%	x	\$4,000	=	\$2,162
500	/	1,850	=	27%	x	\$4,000	=	\$1,081

2.11 "Modified Operating Profit (Loss)"

"MOP" shall mean Modified Operating Profit (Loss) as described in the Company's Q2 2011 quarterly report filed with the Securities and Exchange Commission ("SEC"). Modified Operating Profit (Loss) are computed starting with net income (loss), and then adjusting the amount to (i) add back income tax expense and exclude income tax benefits, (ii) add back net interest expense (excluding interest expense related to financing activities associated with a vehicle lease portfolio the Company refers to as Gold Key Lease), (iii) add back all pension, OPEB and other employee benefit costs other than service costs, (iv) add back restructuring expense and exclude restructuring income, (v) add back other financial expense, (vi) add back losses and exclude gains due to cumulative change in accounting principles and (vii) add back certain other costs, charges and expenses, which include the charges factored into the calculation of Adjusted Net Income (Loss). This definition will result in the exclusion from MOP of non-operating results that management does not consider when assessing and measuring the operational and financial performance of the Company. In the event changes in reporting requirements, terminology or reporting practices (e.g. elimination of Sarbanes-Oxley Act) affect the calculation or public disclosure of MOP, as defined above, the affected calculation shall be performed in a manner consistent with the disclosure of operational and financial performance to the Company's financial stakeholders and/or investment analysts. In the event that the Company is no longer required to publicly disclose its financial results and/or it chooses not to, the Company shall provide the Union a schedule which computes MOP in a manner consistent with how the figure is defined and reported by the Company, as described above.

2.12 "Plan Year Profit Sharing Fund"

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(i) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with greater than or equal to 1,850 Compensated Hours.

plus

(ii) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with less than 1,850 Compensated Hours, the product of which will then be multiplied by the average Compensated Hours for such Employees with Compensated Hours less than 1,850 divided by 1,850.

2.13 "Profit Share Per Compensated Hour"

The amount calculated by dividing the Plan Year Profit Sharing Fund for a Plan Year by the aggregate number of Compensated Hours of all Employees for such Plan Year.

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Exhibit F Part B

(003) Article III - Enrollment

ARTICLE III
ENROLLMENT

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (i) the date upon which the employee meets the Plan definition of Employee, Section 2.04, or (ii) the date this Plan first becomes applicable to the unit in which the Employee was employed, provided the Employee remains employed on such date.

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Exhibit F Part B

(004) Article IV - Payment of Profit Sharing Amounts

ARTICLE IV
PAYMENT OF PROFIT SHARING AMOUNTS

4.01 When Profit Sharing Amounts are Determined and Paid

(a) Commencing with the ~~2014~~ 2016 Plan Year and as soon as administratively feasible, but in no event later than the end of the third month following the end of the Plan Year or 30 days after filing the Form ~~10-K~~ 20-F with the SEC, the Profit Sharing Amount will be determined and paid to each eligible Employee pursuant to this Article IV. The Company shall deduct from the amount of any such payment to an Employee any amount required to be deducted, by reason of any law or regulation, including without limitation, for payment of taxes or other payments to any federal, state, or local government. Each payment less than the maximum shall be accompanied by a statement showing the prorated calculation of such Employee's Profit Sharing Amount. Withholding tax obligations of the Company with respect to any such payment will be satisfied as determined by the Administrator of the Plan. No interest shall be payable with respect to any such Profit Sharing Amount.

(b) In lieu of receiving a payment in cash pursuant to subsection (a) of this Section 4.01, each Employee entitled to a payment for any Plan Year of a Profit Sharing Amount as defined in Article II, Section 2.09 ~~11~~ other than an Employee whose employment terminated prior to payment of such Profit Share Amount, may elect, to have the Company contribute to the Employee's account under the ~~Chrysler Group LLC~~ FCA US LLC Hourly Employees' Deferred Pay Plan, or the ~~Chrysler Group LLC~~ FCA US LLC Salaried Employees' Savings Plan an amount up to 100%, after all legally required deductions, in multiples of 1%, of such distribution, but not in excess of the maximum amount permitted under Section 415, 402(g), and 401(k) of the Internal Revenue Code. Such contributions shall be subject to all applicable Hourly Employees Deferred Pay Plan or Salaried Employees Savings Plan provisions, including the opportunity annually to make a new contribution election related to such payments. Once the contribution has been completed and payments of Profit Sharing Amounts have been deposited, the profit sharing deferral election will be reset to zero. If the Administrator does not receive an election from an Employee on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Employee's Profit Sharing Amount for the Plan Year shall be paid to the Employee.

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(c) Represented salaried employees who make a profit sharing deferral election and are subsequently identified as highly compensated as defined under Section 414(q) of the Code will have their election limited to the maximum deferral percentage allowed for base salary under the Salaried Employees' Savings Plan.

(d) Such election shall be made by the Employee at such time and in such manner as the Administrator shall determine. If the Employee does not make an election during the profit sharing deferral election period as established by the Administrator for the applicable Plan Year, the Profit Sharing Amount for the Plan Year shall be distributed to the Employee except a portion of the employee's Profit Sharing Amount will be deferred to the appropriate savings plan in accordance with any deferred election the employee may have in effect under such savings plan.

(e) Any amounts elected to be contributed by an Employee pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415, 402(g), and 401(k) of the Code and/or as a result of the application of Section 4.01(c) of this Article IV shall be paid to the Employee.

4.02 To Whom Profit Sharing Amounts are Paid

In addition to Employees who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible (i) Employees on layoff or leave of absence, including sick leave, at the end of the Plan Year, (ii) Employees who retired during the Plan Year, and (iii) beneficiaries of Employee(s) who died during the Plan Year. Employees who terminated employment during the Plan Year for any reason other than death or retirement or pursuant to any voluntary termination of employment program shall not be eligible for a payment for the Plan Year. The amount of any such payment shall be determined in accordance with Section 2.03 and 2.101 of this Plan respectively.

Payment of a Profit Sharing Amount will be made only to an Employee. However, if the Employee is deceased at the time of payment, the payment will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

4.03 Overpayments and Underpayments

No amount allocated to an Employee entitled to a payment for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it is determined an error in excess of \$25 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Employee's Profit Sharing Amount (correctly determined) is greater than the amount paid to such Employee by an amount in excess of \$25, the deficiency shall be paid to such Employee within 60 days after such determination; provided, however, that no such payment shall be required with respect to a deficiency that is \$25 or less or after 120 days from the date the Profit Sharing Amount was paid if within that time no such determination of a deficiency has been made or no credible claim of deficiency has been submitted by the Employee or by the Union on behalf of the Employee.

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(ii) If such Employee's Profit Sharing Amount (correctly determined) is less than the amount paid to such Employee by an amount in excess of \$25, written notice there-of shall be mailed to such Employee receiving such Profit Sharing Amount and the Employee shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Employee fails to return such amount promptly, the Company shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company to the Employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

4.04 Benefit Drafts Not Presented

Any payment made to the Employee but not claimed by the Employee may be reissued upon a proper request to the Company, provided such funds have not been surrendered by the Company pursuant to applicable escheat law.

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Exhibit F Part B

(005) Article V - Other Provisions

ARTICLE V
Other Provisions

5.01 Designation of Beneficiaries in Event of Death

An Employee shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Employee life insurance proceeds under the Company's Group Insurance Program unless such Employee shall have assigned such life insurance.

A beneficiary or beneficiaries will receive, in the event of the Employee's death, all or part of the Profit Sharing Amount of the Employee in accordance with the applicable designation. If the Company shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Company may deliver such Profit Sharing Amount to the estate of the Employee, in which case the Company shall not have any further liability to anyone following such payment.

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Exhibit F Part B

(006) Article VI - Administration

ARTICLE VI Administration

6.01 Administrative Responsibility

The Company will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decisions of the Company will be final and binding upon any of its employees.

6.02 SEC Reports and Supplemental Information

~~Chrysler Group LLC~~ FCA N.V. will file a Form 10-K 20-F annually with the SEC, which will include the Company's Modified Operating Profit (Loss) NAFTA Adjusted EBIT and its consolidated, audited financial statements. This amount will be used in the schedule, as per Exhibit F, Section 3(e), calculating the NAFTA Modified Operating Profit (Loss) to determine the Eligible Profit Share Amount under Section 2.11. Upon filing of the Form 10-K 20-F to the SEC, NAFTA Adjusted EBIT and calculation of NAFTA Modified Operating Profit (Loss), the computations and calculations reflected therein, including, without limitation, the NAFTA Modified Operating Profit (Loss) as utilized in the Plan, shall be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan. If the Company begins to report its NAFTA segment, the consolidated, audited financial statements will include a segment reporting footnote, as required under generally accepted accounting principles. If and only after such time as the Company reports its NAFTA segment, this amount will be used in the computation of NAFTA Modified Operating Profit (Loss). Upon filing of the Form 10-K 20-F ~~to~~with the SEC, the computations and calculations reflected therein, including without limitation, the NAFTA Modified Operating Profit (Loss) Adjusted EBIT shall be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan.

The Company has represented to the Union that, in FCA N.V.'s Form 20-F filing, FCA N.V. will disclose NAFTA Adjusted EBIT. In the event that FCA N.V. does not do so in its Form 20-F filing, the Company will inform the Union in advance of the matter in which FCA N.V. intends to report NAFTA Adjusted EBIT or its equivalent, and the parties will mutually agree on the public filing that will be relied upon in determining the NAFTA

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Adjusted EBIT to be used for purposes of the calculations to be performed under the Profit Sharing Plan.

6.03 Administrative Expenses

Administrative expenses of the Plan shall be paid by the Company.

6.04 Non-Assignability

Except as provided by applicable law and the recovery of overpayments under Article IV, Section 4.03, no right or interest of any Employee under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Employee under this Plan shall be liable for, or subject to, any obligation or liability of such Employee.

6.05 Incapacity

In the event a court of competent jurisdiction determines that an Employee to whom a Profit Sharing Amount is payable under this Plan lacks the capacity to handle his or her own affairs due to illness, accident or other infirmity, any payment under this Plan shall be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such Plan payments on behalf of such Employee and such payments shall, to the extent thereof, discharge all liability of the Company and each other fiduciary with respect to this Plan.

6.06 Notice of Denial

The Administrator shall provide adequate notice in writing to any Employee or beneficiary, whose request for a payment or for a payment in a greater amount under this Plan has been denied, setting forth the specific reason or reasons for such denial. The Employee or authorized Employee representative shall be given an opportunity for a full and fair review by the Company of the decision denying this request. The Employee will be given a reasonable period of time to be established by the Company from the date of the notice denying such request, within which to request such review.

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Exhibit F Part B

(007) Article VII - Amendment, Modification, Suspension, or Termination

ARTICLE VII
AMENDMENT, MODIFICATION, SUSPENSION, OR TERMINATION

7.01 Amendment, Modification, Suspension, or Termination

Subject to the terms of the Collective Bargaining Agreement between the Company and the Union which provides for establishment of the Plan, The Company reserves the right, by and through its Board of Directors, with the union's consent, to amend, modify, suspend, or terminate the Plan.

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Exhibit F Part B

NAFTA Modified Operating Profit (Loss) Approach

October 12, 2011

(10) NAFTA Modified Operating Profit (Loss) Approach

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the parties negotiated a new Profit Sharing Plan that is based on NAFTA Modified Operating Profit (Loss), as defined in Exhibit F, Article II, Section 2.05. This information is not publicly reported. The Union expressed a preference for utilizing publicly disclosed financial information in determining the Profit Sharing amounts. In response to this concern, the parties have agreed to utilize 85% of reported Modified Operating Profit (Loss) as a proxy for NAFTA Modified Operating Profit (Loss) for the duration of this Agreement or until such time as NAFTA segment results are made publicly available in the Company's filings with the Securities and Exchange Commission.

Very truly yours,
CHRYSLER GROUP LLC
By: A.A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: General Holiefield

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FIAT CHRYSLER AUTOMOBILES

Exhibit G

(001) Exhibit G - Supplemental Agreement

**EXHIBIT G
SUPPLEMENTAL AGREEMENT
Company Health Care Contribution
Company Defined Contribution**

Incorporated by reference in (M-13) Memorandum of Understanding UAW – Chrysler Group LLC Employees Hired on or After October 29, 2007 Wage & Benefit Agreement dated October 12, 2011 and the Salaried Bargaining Unit New Entry Wage, Benefit and Retirement Agreement effective April 15, 2010.

For purposes of the Health Care Benefits Program and Pensions, Eligible Employees, as defined herein, are eligible for the contributions described in this Supplemental Agreement.

Until the expiration of the 2014⁵ Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between ~~Chrysler Group LLC~~ FCA US LLC and the UAW, neither the Union nor the Company shall demand any change in, deletion from, or addition to this Supplemental Agreement, Exhibit G, nor shall either of them be required to bargain with respect to any provision or interpretation of this Exhibit G.

Effective with the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, Exhibit G is incorporated in the FCA US LLC UAW Savings Plan.

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Exhibit G

(002) Eligible Employee

Eligible Employee

(i) Non-skilled classified employees with seniority hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letter, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Entry Level Wage & Benefit Agreement between Chrysler FCA US LLC and the UAW and any successor agreement thereto.

(ii) Salaried bargaining unit employees with seniority hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010.

(iii) Skilled trade classified employees with seniority hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.

(iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after the effective date as specified in the agreement referenced in Letter 33 of the 2011 Pension Agreement between Chrysler Group LLC and the UAW.

(v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

(a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or

(b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or

(c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

(d) Non-represented employees regardless of date of hire.

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Exhibit G

(003) Company Contributions

Company Contributions

Company Health Care Contribution

Effective as of the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute an amount equal to \$1.00 for each Eligible Compensated Hour earned by an Eligible Employee each pay period. Company Contributions shall commence the first pay period administratively practicable after the employee first becomes an Eligible Employee and shall continue for as long as the employee remains an Eligible Employee.

Company Defined Contribution

Effective the first pay date ~~in April 2012~~ on or after xx xx, 2015, or if later, the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute each pay period an amount as described below. Company Contributions shall commence as soon as administratively practicable after the employee first becomes eligible for such contribution and shall continue for as long as the employee remains an Eligible Employee.

(A) 6.4 % of Eligible Compensation payable to:

(i) Non-skilled classified Eligible Employees with seniority hired or rehired on or after October 29, 2007 ~~and before October 12, 2011~~

(ii) Salaried bargaining unit Eligible Employees with seniority hire or rehired on or after April 15, 2010 ~~and before October 12, 2011~~

~~(B) 4.0% of Eligible Compensation payable to:~~

~~(iii) Non-skilled classified Eligible Employees with seniority hired or rehired on or after October 12, 2011~~

~~(iv) Salaried bargaining unit Eligible Employees with seniority hire or rehired on or after October 12, 2011~~

(iii) Skilled trade classified Eligible Employees with seniority hired or rehired on or after October 12, 2011

(iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after the effective date as specified in the agreement referenced in Letter 33 of the 2011 Pension Agreement between Chrysler Group LLC and the UAW.

(v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

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- (a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or
- (b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or
- (c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or
- (d) Non-represented employees regardless of date of hire.

Company Defined Contributions made under this Supplemental Agreement are intended to become effective immediately following the ~~cessation of Pay Credits under the Cash Balance Plan.~~ cessation of Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Part Agreement between FCA US LLC and the UAW. In no event will an employee receive both Company Contributions under this Supplemental Agreement and Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Part Agreement ~~and a Pay Credit under the Cash Balance Plan~~ for the same period of service.

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Exhibit G

(008) Allocation of Forfeited Company Contributions

Allocation of Forfeited Company Contributions

Any assets attributable to Company Contributions and related earnings which shall be forfeited as provided herein shall be applied as soon as practicable, first to restore previously forfeited contributions and thereafter, to the extent available, to reduce the amount of any Company Contributions under the Plan. ~~be allocated to the accounts of active Eligible Employees who are otherwise eligible for the contributions described in this Supplemental Agreement. For the purpose of this allocation only, active means the employee has not separated from service by losing seniority, death, quit or discharge.~~

~~The allocation to employee accounts will be made each January and be deposited to the accounts of Eligible Employees who were active as of December 31 of the previous calendar year. The total amount allocated each January will be the amount that was forfeited as provided herein during the previous calendar year, and excludes those amounts forfeited by employees separated from service but who have not yet incurred five (5) consecutive one-year periods of severance from the Company.~~

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Legal Plan



FOR FINANCIAL INSTITUTIONS

Group Legal Services

(N-2) MOU - Legal Services Plan Benefit

September 15, 2015

Memorandum of Understanding Legal Services Plan Benefit

During the course of these negotiations the parties discussed the existing Legal Services Plan ("LSP" or Plan) and possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties' 2011 agreement, it was decided that the LSP would cease accepting new cases as of December 31, 2013 and the Plan would eventually wind-down upon completion of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the LSP, the parties agree as follows:

1. A new benefit plan shall be established to provide a legal service benefit to eligible UAW-represented employees and retirees. This new benefit plan shall be an Internal Revenue Code Section 501(c)(9) qualified Voluntary Employee Beneficiary Association (VEBA). The VEBA and its underlying trust shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act. In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established.
2. UAW-represented Company employees and retirees who meet the eligibility criteria under Section 4 of the 2011 Legal Services Plan agreement shall be eligible to participate in the Legal Service VEBA ("LSV") LSV Plan. In addition, employees formerly identified as "entry level employees" or "new hires" under the parties' collective bargaining agreement shall be considered participants in the LSV Plan following the end of their employment with the Company if, at such time:
 - a. He/she is age 65;
 - b. He/she is at least age 60 but less than 65 and left the Company with 10 or more years of service;
 - c. He/she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;
 - d. He/she has 30 or more years of service;
 - e. He/she is at least age 55 but less than age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing;
 - f. He/she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service;

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and the eligible surviving spouse of such individual. For purposes of this LSV Plan only, measurement of "years of service" shall be credited service, as it is computed under the parties' defined benefit pension plan.

3. The Union anticipates that this LSV Plan shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW-represented auto companies and the International Union, UAW, should collective bargaining allow and/or so provide.
4. Consistent with the requirements of Taft-Hartley, the LSV Plan shall be administered by a joint board of trustees comprised of an equal number of employer and UAW representatives, with an impartial neutral. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company and in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the LSV Plan has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The LSV Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.
5. The Company's obligation to fund the VEBA shall be limited to \$2.2 million per year, for the duration of this Agreement only. For the avoidance of doubt, the total contribution during the term of the 2015 collective bargaining agreement shall not exceed \$8.8 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit, consisting of legal work including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters and document preparation. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the LSV Plan trustees. If for any reason the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the LSV Plan.
6. The parties agree that part of the work performed by the LSV Plan and its attorneys shall include a re-start of the Social Security Project (assisting individuals in applying for Social Security Disability and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and an expansion to UAW-represented retirees.
7. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the LSV Plan, including but not limited to an employer participation agreement, a trust document, a plan document, any necessary filings with the Internal Revenue Service or any other governmental agency. The trustees will file under Internal Revenue Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust is not entitled to provide benefits on a tax free basis or to qualify as a VEBA, the trust shall be responsible for paying any taxes that may be imposed, including FICA, FUTA, and income taxes.

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8. While the parties anticipate the LSV Plan shall begin providing a benefit as soon as possible, in the event establishment of the Plan is delayed due to securing appropriate regulatory approvals, the Company's funding obligation to the Plan shall remain.
9. Wind-down of the existing LSP shall continue in its normal course and such plan - being legally distinct from the LSV Plan - shall continue to be administered by its existing administrative committee. To the extent staff of the LSV Plan provide services to the LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, UAW

FCA US LLC

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UAW Savings Plan



SAVINGS

(N-000) Hourly Employees' Deferred Pay Plan Cover Sheet

FCA US LLC
UAW SAVINGS PLAN

Amended and Restated

Effective XX XX, 2015

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FIAT CHRYSLER AUTOMOBILES

SAVINGS

(N-001) Introduction

FCA US LLC UAW SAVINGS PLAN

INTRODUCTION

Effective as of January 1, 1985, Chrysler Corporation (or between June 1, 1986 and December 31, 1989 its subsidiary Chrysler Motors Corporation), a corporation organized and existing under the laws of the State of Delaware, adopted the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and transferred certain assets for hourly non-skilled trades employees who formerly were participating in the Deferred Pay Plan, Part B of the Chrysler Employee Stock Ownership Plan. Effective as of October 1, 1989 the Chrysler Deferred Pay Plan for Hourly Skilled Trades Employees was merged into the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and the name of the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) was changed to the Chrysler Hourly Employees' Deferred Pay Plan (hereinafter called the "Plan").

Effective March 1, 1999, the name of the Plan was changed to the DaimlerChrysler Corporation Hourly Employees' Deferred Pay Plan, to reflect the integration of Chrysler Corporation and Daimler Benz AG as of November 12, 1998. The Company has further amended the Plan in certain respects from time to time thereafter to incorporate various design and other changes. Effective January 1, 2001, the Plan was amended and restated to incorporate the changes necessary to reflect the integration of Chrysler Corporation and Daimler Benz AG on and after November 12, 1998, as well as changes necessary to comply with the General Agreement on Tariffs and Trade, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001, and related legislation and other guidance issued thereunder. Certain of these changes were effective on dates other than January 1, 2001.

Effective January 1, 2009, except as otherwise provided herein or in resolutions of the Board of Managers of Chrysler LLC or the Committee, the Plan was amended and restated to reflect the change of the Plan's name to the Chrysler LLC Hourly Employees' Deferred Pay Plan, and incorporate all of the changes necessary to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001.

Effective January 1, 2012, the Plan was amended and restated to comply with the provisions of Code section 402A (Roth deferrals) and to reflect the provisions of applicable collective bargaining agreements relating to Company contributions on behalf of certain eligible employees.

Effective January 1, 2014, the Plan was amended and restated for purposes of the Plan's IRS determination letter application and to make certain changes related to Plan administration, and effective December 15, 2014, to reflect the change of the Plan's name to the "FCA US LLC Hourly Employees' Deferred Pay Plan."

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Effective XX XX, 2015 or as otherwise provided herein, the Plan is hereby amended and restated to reflect the agreement reached pursuant to the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and the Plan renamed as the "FCA US LLC UAW Savings Plan."

References in the Plan to "FCA US LLC" or the "Company" shall, as appropriate, be interpreted to refer to "Chrysler," "Chrysler Corporation," "DaimlerChrysler," "DaimlerChrysler Corporation," "Chrysler LLC" or "Chrysler Group LLC" (regardless of whether the terms are used to refer to the corporate entity, to the name of an employee benefit plan, or otherwise) for periods prior to the Effective Date of this Restatement.

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SAVINGS

(N-002) Article I Definitions

ARTICLE I

Definitions

1.01 Definitions. The following terms when used in this Plan, unless the context clearly indicates otherwise, shall have the meanings set forth below:

(a) The term "Account" means the assets credited to a Participant in the Trust Fund established under this Plan, segregated according to assets representing the Participant's Pre-Tax Savings, the Participant's Roth Savings, the Participant's After-Tax Savings, the Participant's Rollover Contributions, if any, the Participant's Transfer Contributions, if any, and Company Retirement Contributions.

(b) The term "Affiliated Company" shall mean any entity, other than the Company, during the period in which such entity is (1) a member of a controlled group of corporations, within the meaning of section 1563(a)(1) of the Code, determined without regard to sections 1563(a)(4) and 1563(e)(3)(C) of the Code, of which the Company is a member; or (2) a member of a group of trades or businesses under common control, within the meaning of section 414(c) of the Code, with the Company; (3) any organization (whether or not incorporated) which is a member with the Company of an affiliated service group as defined in Code section 414(m); and (4) any other entity required to be aggregated with the Company under regulations issued pursuant to Code section 414(o).

(c) The term "After-Tax Savings" means the amounts saved by an Employee in the Plan, pursuant to Section 3.01(b) hereof.

(d) The term "After-Tax Savings Account" means that portion of a Participant's Account under the Plan to which After-Tax Savings and the earnings thereon are credited.

(e) The term "After-Tax Savings Agreement" means an agreement between an Employee and the Company entered into pursuant to Section 2.02 hereof.

(f) The term "Automatic Contribution Employee" means, effective January 1, 2016, each Employee who satisfies the requirements of Section 2.01 of the Plan. An Employee shall cease to be an Automatic Contribution Employee if the Employee makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Employee's Compensation than provided by Section 2.07(b) hereof, or (ii) not have any Pre-Tax Savings or Roth Savings made on his behalf.

(g) The term "Automatic Contribution Participant" means an Automatic Contribution Employee who becomes a Participant pursuant to Section 2.07(a) hereof.

(h) The term "Beneficiary" means any one or more individuals, partnerships, corporations, fiduciaries or other entities designated as the beneficiary or contingent beneficiary to receive any death benefits payable under this Plan as permitted under the provisions of this Plan.

(i) The term "Code" shall mean the Internal Revenue Code of 1986, as amended. A reference to any section of the Code shall also be deemed to refer to any successor statutory provision.

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(j) The term "Company" shall mean FCA US LLC and any Affiliated Company which the Committee from time to time may designate by resolution as a subsidiary or affiliate to which, and to all or certain of the Employees of which, this Plan shall be applicable, as mutually agreed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. Any reference in this Plan to FCA US LLC or any Affiliated Company shall include a reference to any predecessor or successor corporation as the context dictates. Prior to December 15, 2014, FCA US LLC was known as "Chrysler Group LLC."

(k) The term "Company Contributions" shall mean the amounts contributed by the Company to the Trust Fund pursuant to Section 3.02 hereof (including, where applicable, amounts contributed pursuant to Appendix V).

(l) The term "Company Retirement Contributions" means amounts contributed by the Company to the Trust Fund pursuant to Section 3.02(b) hereof.

(m) The term "Committee" shall mean the administrator of the Plan as more fully described in Section 7.01.

(n) The term "Compensation" shall mean the wages paid by the Employer to a Participant, including overtime pay, bonuses, commissions, differential wage payments (as defined in Code section 3401(h)), fees, and other special compensation, if any, which is paid by the Employer to an Employee during a Plan Year, including for such Plan Year all of a Participant's salary reductions made pursuant to an arrangement maintained by an Employer under sections 125, 132(f) or 401(k) of the Code during the Plan Year, but excluding reimbursement for expenses. In addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, Compensation taken into account under the Plan shall not exceed the applicable dollar limit under Code section 401(a)(17)(A) (\$230,000 for the 2008 Plan Year), adjusted for changes in the cost of living as provided in Code section 401(a)(17)(B). For purposes of Pre-Tax Savings and Roth Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to a Deferred Pay Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to a Deferred Pay Agreement. For purposes of After-Tax Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to an After-Tax Savings Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to an After-Tax Savings Agreement. If a Plan Year is shorter than twelve months, the foregoing 401(a)(17) Limit for the short Plan Year shall be multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve.

(o) The term "Corporate Payroll Department" shall mean, for Participants paid by the central payroll departments of FCA US LLC, such central payroll departments. For other Participants, it shall mean such central payroll department which performs for such Participants functions similar to those performed by the FCA US LLC payroll departments.

(p) The term "Deferred Pay Agreement" shall mean an agreement between a Participant and the Employer entered into pursuant to Section 2.02 hereof.

(q) The term "Disability" shall mean, as determined by the Committee, a medically determinable physical or mental impairment that is of such permanence and degree that the Participant is, and for the indefinite future will be, unable to perform substantial, gainful activity commensurate with his training, education, and experience, and comparable to his then or prior services for the Employer.

(r) The term "Employee" shall mean each common law employee of the Employer who is employed at an hourly rate of Compensation by the Employer and, effective January 1, 2016, each salaried bargaining unit employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). In addition, the only Employees who are eligible to participate in this Plan are those permitted to participate in accordance with the provisions of Article II.

(s) The term "Employer" shall mean the Company and certain of its subsidiaries and affiliates that adopt the Plan with the approval of the Committee, as set forth in Appendix III.

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(t) The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(u) The term "Highly Compensated Employee" shall mean an Employee who: (A) was a 5% owner (as defined in section 416(i) of the Code) at any time during the Plan Year or the preceding Plan Year; or (B) received Earnings (as defined in paragraph (e) of Appendix I hereto) in excess of \$80,000 (as adjusted under section 415(d) of the Code to take into account any cost-of-living adjustment provided for that year) during the preceding Plan Year and was in the top 20% of Employees when ranked on the basis of Earnings for that year. The determination of whether an Employee is a Highly Compensated Employee will be made with reference to the definitions provided in Code section 414(q) and any regulations issued by the Secretary of the Treasury thereunder.

(v) The term "Named Fiduciary" means the Committee.

(w) The term "Normal Retirement Age" shall mean the 65th birthday of a Participant.

(x) The term "Participant" shall mean an Employee who has become a Participant in the Plan as provided in Section 2.02 hereof. In addition, if a Participant ceases to be an active Participant for any reason, such Participant thereafter shall be entitled to the same rights as to withdrawals, investment fund transfers, Rollover or Transfer Contributions, and distributions upon severance from employment as active Participants in the Plan.

(y) The term "Plan" shall mean the FCA US LLC UAW Savings Plan (including all Appendices) as set forth herein or in any amendments hereto. The Plan was previously known as the "FCA US LLC Hourly Employees' Deferred Pay Plan."

(z) The term "Plan Year" shall mean the calendar year.

(aa) The term "Pre-Tax Savings" means the amounts of an Employee's Compensation deferred on a pre-tax basis as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement.

(bb) The term "Pre-Tax Savings Account" means that portion of a Participant's Account under the Plan to which is credited Pre-Tax Savings and the earnings thereon.

(cc) The term "Reemployment Commencement Date" means the first day following a Period of Severance on which an Employee performs an hour of service within the meaning of Department of Labor Regulations section 2530.200b-2(a)(1) for the Company.

(dd) The term "Roth Savings" means the amounts of an Employee's Compensation deferred as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement that are:

(1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Pre-Tax Savings the Participant is otherwise eligible to defer under the Plan; and

(2) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

Unless specifically stated otherwise, Roth Savings shall be treated as Pre-Tax Savings for all purposes under the Plan.

(ee) The term "Roth Savings Account" means that portion of a Participant's Account under the Plan to which is credited Roth Savings and the earnings thereon.

(ff) The term "Severance Date" means the earlier of (a) the date an Employee retires, dies, quits, or is discharged; or (b) the first anniversary of the date the Employee is absent for any other reason.

(gg) The term "Trust Agreement" shall mean the agreement described in Section 7.02 hereof.

(hh) The term "Trust Fund" shall mean the trust fund described in Section 7.02 hereof.

(ii) The term "Trustee" shall mean the trustee or trustees appointed pursuant to Section 7.02 hereof.

(jj) The term "Valuation Date" shall mean any day on which the New York Stock Exchange or any successor to its business is open for trading, or such other date as may be designated by the Committee.

(kk) The term "Years of Service" means, for purposes of determining an Employee's vesting in Company Retirement Contributions, a one-year period of service following the date on which the Employee first performs an hour of service, within the meaning of U.S. Department of Labor

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Regulations section 2530.200b-2(a)(1). An Employee's period of service for this purpose is to be determined using the "elapsed time method" set forth in section 1.410(a)-7(d) of the Treasury Regulations, and shall be equal to his cumulative service for the Company or an Affiliated Company from the date his employment commences to his Severance Date, plus any period away from work required to be credited under the service spanning rule described below.

Under the service spanning rule, if the Employee returns to service and performs an hour of service within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1) within 12 months (24 months in the case of an absence for maternity or paternity reasons) after the first date he stops working for any reason, his period away from work shall be taken into account as a period of service. For example, if an Employee begins an unpaid leave of absence on January 1, then quits on March 1, his Severance Date is March 1. If the Employee returns to work with the Company on December 1, the period from January 1 to December 1 is taken into account in his cumulative service. If, on the other hand, the Employee returns to service on February 1 of the following year, the period of service between March 1 and his rehire date would not be taken into account, because the rehire date is more than 12 months following the date he first left service. Periods of service (whether or not consecutive) of less than a whole year shall be aggregated on the basis that 12 months of service (with 30 days deemed to equal a month, in the case of aggregation of fractional months) equals a full Year of Service.

All of an Employee's Years of Service with the Company and any Affiliated Company shall be taken into account except the following which shall be disregarded:

- (i) Years of Service before the Employee attains the age of 18;
- (ii) If the Employee was completely non-vested upon termination of employment, Years of Service before 5 consecutive one year periods of severance within the meaning of section 1.410(a)-7(d)(4) of the Treasury Regulations.

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FIAT CHRYSLER AUTOMOBILES

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(N-003) Article II 2.01 Eligibility

ARTICLE II

Eligibility, Enrollment and Participation

2.01 Eligibility. Every Employee who (a) is not otherwise actively participating in another cash or deferred arrangement maintained by the Employer and established pursuant to section 401 (k) of the Code, and (b) is a member of a collective bargaining unit (provided the Employer has agreed to treat members of such unit as eligible pursuant to an effective collective bargaining agreement), shall be eligible to become a Participant upon commencement of the Employee's employment.

Notwithstanding anything to the contrary, the following individuals shall not be eligible to participate for any purpose under the Plan, regardless of how a court, the Internal Revenue Service or any other governmental agency classifies the person:

(i) a person who is a leased employee within the meaning of Code section 414(n); that is, one who provides services to the Employer pursuant to an agreement between the Employer and a leasing organization, who has provided such services on a substantially full-time basis for a period of at least one year and whose services are provided under the primary direction and control of the Employer;

(ii) a person who is classified by the Employer as an independent contractor, as evidenced by failure to withhold taxes from his or her compensation;

(iii) a person whose compensation for services is paid by the Employer other than through its payroll system, including, but not limited to, those paid through purchase order or accounts payable;

(iv) a person whose total compensation from the Employer is reflected on a Form 1099, and not a W-2;

(v) a person who is an agency employee, i.e., an individual working for a company providing goods or services (including temporary employee services) to the Employer;

(vi) A person who has agreed in writing to non-participant status under the Plan; and

(vii) A person included in a collective bargaining unit of employees, unless the Employer has agreed to treat such person as an eligible Employee under the Plan pursuant to an effective collective bargaining agreement.

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SAVINGS

(N-004) Article II 2.02 Enrollment

2.02 Enrollment. The Committee or its designee shall notify each Employee who is eligible to participate in the Plan and shall explain the rights, privileges and duties of a Participant of the Plan. Each such Employee may enroll as a Participant on or after the date on which he becomes eligible in accordance with Section 2.01 by entering into a Deferred Pay Agreement or After-Tax Savings Agreement in accordance with the written, electronic or telephonic method prescribed by the Committee. Employees eligible to receive nonelective employer contributions under Appendix V shall receive such contributions regardless of whether or not they have entered into a Deferred Pay Agreement or After-Tax Savings Agreement.

The Deferred Pay Agreement or After-Tax Savings Agreement shall continue in effect so long as the Employee continues to be an eligible Employee, subject to termination at any time by the Participant, provided that such termination shall be effective as soon as administratively practicable, but no sooner than the first day of a pay period after notice of termination is received by the Corporate Payroll Department pursuant to the written, telephonic or electronic method or methods prescribed by the Committee. The Participant may amend his Deferred Pay Agreement or After-Tax Savings Agreement at any time to change the percentage by which his Compensation is to be reduced, but only effective as of the first day of a pay period subsequent to the date of receipt of the amendment by the Corporate Payroll Department. A Participant may elect to suspend the deferral of Compensation under the Plan at any time and may thereafter direct that his deferral of Compensation be resumed. Any Participant's Deferred Pay Agreement or After-Tax Savings Agreement shall be deemed to be suspended and without effect during any period of time that he is eligible to receive benefits under any FCA US LLC supplemental unemployment benefit plan.

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SAVINGS

(N-005) Article II 2.03 Effect of Non-Enrollment

2.03 Effect of Non-Enrollment. An eligible Employee who does not, prior to the first day of a pay period, enter into a Deferred Pay Agreement or After-Tax Savings Agreement in respect of that pay period shall not be eligible to share in the Company's contribution pursuant to Section 3.02 (a) hereof in respect of that pay period, except with respect to nonelective employer contributions made pursuant to Appendix V.

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SAVINGS

(N-006) Article II 2.04 Rejection of Elections

2.04 Rejection of Elections. Anything to the contrary in this Plan notwithstanding, the Committee shall reject any Deferred Pay Agreement requested by a Participant or shall reduce the amount of contributions provided for in such Agreement, even if such Agreement has already become effective, to the extent that the Committee shall believe necessary to comply with the provisions of Appendix I and Appendix II.

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SAVINGS

(N-007) Article II 2.05 Limitation on Contributions/Annual Additions

2.05 Limitation on Contributions/Annual Additions. For purposes of this Plan, Company contributions and Participant contributions shall be subject to the limitations set forth in Appendix I and Appendix II.

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SAVINGS

(N-008) Article II 2.06 Qualified Military Service

2.06 Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code sections 401(a)(37) and 414(u).

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SAVINGS

(N-103) Article II 2.07 Automatic Enrollment

2.07 Automatic Enrollment. This Section 2.07 shall be effective January 1, 2016.

(a) Notwithstanding Section 2.02, each Automatic Contribution Employee who is newly hired by the Company shall be enrolled as a Participant as soon as administratively practicable following 45 days after the date which such Employee first becomes employed by the Company, or, if later, 30 days from the date notice under Section 514 of ERISA is provided to the Employee.

(b) Notwithstanding anything herein to the contrary, an Automatic Contribution Participant shall be deemed to have entered into a Deferred Pay Agreement to contribute to the Plan as Pre-Tax Savings one percent (1%) of the Employee's Compensation. An Automatic Contribution Participant may elect to change, suspend or terminate his contribution election at any time in accordance with Section 2.02 hereof.

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SAVINGS

(N-009) Article III - 3.01 Contributions

ARTICLE III

Contributions

3.01 Pre-Tax, Roth and After-Tax Savings Elections.

(a)(i) Regular Pre-Tax Savings and Roth Savings. For any Plan Year, each Participant may elect, pursuant to the Deferred Pay Agreement, to have allocated to his Pre-Tax Savings Account and Roth Savings Account, as applicable, any whole percentage of his Compensation not exceeding 50% of his Compensation and/or any whole percentage not exceeding 100% of any profit sharing payment from the FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States (less any amounts required to be withheld from any such profit sharing payment pursuant to federal, state or local income or employment tax or collective bargaining agreement requirements) with such deferral election superseding, for such profit sharing plan payment only, any other deferral election the Employee may have in effect under the Plan. Such election will be effective as soon as administratively practicable, but no sooner than the first day of the payroll period in which the election is received and processed by the Committee (or its designee), or as soon as practicable thereafter. Pre-Tax Savings and Roth Savings shall be allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, respectively, and shall be vested immediately. All such contributions shall be subject to the limitations described in Appendices I and II.

(ii) Catch-Up Contributions. All Participants who are eligible to make deferral elections under the Plan pursuant to this Section 3.01, and who have attained or will have attained age 50 before the close of the calendar year, shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(12), 401(m)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

(b) After-Tax Savings. For any Plan Year, each Participant may elect, pursuant to the After-Tax Savings Agreement, to have the Company deduct on an after-tax basis from the Participant's compensation in each pay period such payroll deductions as he may authorize from time to time, but not more than 10% of his Compensation for that pay period. Such payroll deductions must be whole percentages of his Compensation. After-Tax Savings contributions shall be subject to the limitations of Appendix I and Appendix II and the Company may limit the amount of such After-Tax Savings if necessary to comply with the requirements of Appendix I or Appendix II. After-Tax Savings made hereunder and earnings thereon will be nonforfeitable at all times. The Company shall pay the amount of such After-Tax Savings contributions into the Trust Fund on behalf of such Participant for each pay period in accordance with a After-Tax Savings Agreement as soon as

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practicable after the amounts otherwise would have been paid to the Participant. After-Tax Savings shall be allocated to the Participant's After-Tax Savings Account.

(c) Overall Limitation - The sum of (1) the percentage of Compensation deferred pursuant to Section 3.01(a) and (2) the percentage of Compensation saved pursuant to Section 3.01(b) shall not exceed 50 percent. Catch-up contributions described in Section 3.01(a)(ii) shall not be taken into account in determining the limitation described in this Section 3.01(c).

(d) Reemployment After Qualified Military Service. A Participant who is reinstated following a period of qualified military service, as defined in Code section 414(u)(5), may elect to have contributions made to the Plan from such Participant's Compensation paid following such qualified military service that shall be attributable to the period contributions were not otherwise permitted due to such military service. Such additional contributions shall be based on the amount of Compensation that the Participant would have received but for such qualified military service and shall be subject to the provisions of the Plan in effect during the applicable period of qualified military service. Such contributions shall be made during the period beginning upon reemployment following military service and ending at the lesser of (i) five years or (ii) the Participant's period of qualified military service multiplied by three. Such additional contributions shall not be taken into account in the year in which they are made for purposes of any limitation or requirement identified in Code section 414(u)(1); provided, however, that such contributions, when added to contributions previously made, shall not exceed the applicable limits in effect during the period of qualified military service if the Participant had continued to be employed by the Company during such period. The foregoing requirements shall be applied and interpreted in a manner consistent with the requirements of Code section 414(u) and the regulations and other guidance issued thereunder.

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SAVINGS

(N-010) Article III - 3.02 Company Contributions

3.02 Company Contributions.

(a) Pre-Tax Savings and Roth Savings Contributions. The Company shall contribute to the Pre-Tax Savings Account and Roth Savings Account, as applicable, of that Participant, the amount which that Participant's Compensation in respect of that pay period is reduced pursuant to the Deferred Pay Agreement.

(b) Company Retirement Contributions. The Company will contribute, or allocate from unallocated funds contributed pursuant to Section 3.07, as Company Retirement Contributions to the Plan, the amount set forth in the Supplemental Agreement (as defined in Appendix V) to be provided as nonelective employer contributions, which shall apply to those certain eligible Employees as designated therein. The Supplemental Agreement is hereby incorporated by reference into the Plan. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

Company Retirement Contributions shall not be made on behalf of an Employee who is a member of a collective bargaining unit unless the applicable collective bargaining agreement expressly so provides.

(c) Vesting in Company Contributions. Except as may be provided by Appendix V, all Company Contributions shall be 100% vested. Any forfeiture that occurs as a result of the application of this Section 3.02(c) or Appendix V may be used to fund and reduce Company Contributions otherwise required under the Plan.

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SAVINGS

(N-011) Article III - 3.03 Transfer to Trustee

3.03 Transfer to Trustee. The aggregate amount of the Company's contributions to the Trust Fund pursuant to Section 3.02 for any calendar month shall be paid to the Trustee in cash, if not paid earlier, as soon as reasonably practicable after such amounts are subject to payroll deduction, but in no event later than the period required by law.

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SAVINGS

(N-012) Article III - 3.04 Investment of Contributions

3.04 Investment of Contributions.

(a) All amounts credited to the Account of a Participant shall be invested only as directed by the Participant in one or more investment options that shall be provided through a contract or contracts, approved by the Committee, between the Trustee and insurance companies or other financial service companies. The Committee reserves the right to change the investment options under the Plan. The Committee shall satisfy itself that reasonable rules have been established governing the Participant's choice among the available investment options, the transfer of funds among options at the Participant's direction, the valuation of accounts, and the allocation of earnings and investment gains and losses among the Accounts. Notwithstanding the foregoing, if a Participant fails to designate any investment option or options for the investment of his Account, the Participant shall be deemed to have elected to invest such amounts in the default investment option designated by the Committee, subject to any further re-direction of such amounts.

(b) The Plan is intended to constitute a plan described in ERISA section 404(c). To the extent that a Participant exercises control over the assets in his Account, as determined under regulations prescribed by the Secretary of Labor, neither the Employer, the Committee, the Trustee nor any other fiduciary shall be liable for any loss which results from such Participant's exercise of control. The Trustee, the Committee and the Employer or their designees shall provide information to Participants consistent with ERISA section 404(c) and the regulations and other guidance issued thereunder.

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SAVINGS

(N-013) Article III - 3.05 Rollover and Transfer Contributions

3.05 Rollover and Transfer Contributions. A Participant may make a Rollover or Transfer Contribution to the Plan as described in this Section.

(a) Rollover Contributions. A Participant may make a Rollover Contribution to the Plan. The Trustee shall credit the amount of any Rollover Contribution to the Participant's Rollover Contribution Account, in accordance with the Participant's designation, as of the date the Rollover Contribution is received. Any such Rollover Contributions shall be made pursuant to procedures established by the Committee. The term Rollover Contribution means the contribution of an eligible rollover distribution to the Trustee by the Participant on or before the sixtieth (60th) day immediately following the day the contributing Participant receives the eligible rollover distribution or a contribution of an eligible rollover distribution to the Trustee by the Participant or the trustee of another eligible retirement plan in the form of a direct rollover. The terms "eligible rollover contribution" and "direct rollover" shall be determined in accordance with the requirements of Code section 401(a)(31) and 402(c) and the guidance issued thereunder. The Participant shall furnish evidence satisfactory to the Committee that the applicable requirements of the Code with respect to eligible rollover distributions and direct rollovers have been met. The Committee may permit a Rollover Contribution by a Participant to such Participant's Roth Savings Account only if such Rollover Contribution is from an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(b) Transfer Contributions. Subject to the direction of the Committee in its sole discretion, the Trustee shall accept a direct trust-to-trust transfer of assets from the trustee of any other tax-qualified plan described in section 401(a) of the Code (a "Transfer Contribution"). The Trustee shall credit the amount of any Transfer Contribution to the Participant's Account as of the date the Transfer Contribution is received. Any such Transfer Contributions shall be made pursuant to procedures established by the Committee. Solely if and to the extent required by Code section 411(d)(6) and the regulations and other guidance issued thereunder, with respect to any Transfer Contribution, any optional form of benefit (including the form and timing of such benefit) shall be preserved in this Plan and set forth in an appropriate amendment to this Plan.

(c) Once accepted by the Trustee, an amount rolled over or transferred pursuant to this Section shall be credited to the Participant's Rollover Contribution Account or Transfer Contribution Account, as applicable, and invested in the Plan's investment options in accordance with the Participant's directions for such amounts; provided, however, if a Participant has failed to designate the investment option or options for the investment of his Account as of the time such funds are accepted by the Trustee, the Participant shall be

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deemed to have elected to invest such amounts in the default investment option designated by the Committee, subject to the Participant's ability to re-direct the investment of such amounts in accordance with Section 3.04. Thereafter, unless otherwise specifically provided herein, such rolled over or transferred amounts shall be treated as all other contributions for purposes of distributions under Article IV, for purposes of loans under Article VI, and for purposes of investments under this Article. The limitations of Appendices I and II shall not apply to Rollover or Transfer Contributions. All Rollover and Transfer Contributions shall be made in cash and shall be fully vested. In no event will after-tax employee contributions, other than Roth elective deferral contributions, from any plan or individual retirement account be accepted as part of a Rollover or Transfer Contribution.

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SAVINGS

(N-014) Article III - 3.06 Fees

3.06 Fees. All fees and expenses directly attributable to the investments elected by the Participant under the Plan shall be charged to the Participant's Account. Any fees and expenses of administering the Plan not directly attributable to a Participant's Account shall be paid from the Plan to the extent not paid by the Company.

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SAVINGS

(N-015) Article III - 3.07 Return of Contributions

3.07 Return of Contributions. The Plan and Trust shall be for the exclusive benefit of Participants and Beneficiaries; and, except as provided in this Section 3.07, the Company shall have no right, title, or interest in contributions made by it under Section 3.02, and no part of the Trust shall revert to the Company. However, all contributions of the Company under Section 3.02 are made expressly subject to the deductibility of contributions to the Plan and to the initial qualification of the Plan under the Code. Amounts contributed by the Company under any of the following circumstances will be returned to the Company within one year of the indicated date:

- (a) Mistake of fact - date of payment;
- (b) Before denial of initial qualification - date of denial of qualification;
- (c) Before disallowance of deduction - date of disallowance of deduction.

In the case of amounts returnable under (a) or (c) above, earnings attributable to the excess contribution shall not be returned to the Company, but losses attributable thereto shall reduce the amount to be returned. In the case of amounts returnable under (b) above, earnings, gains, and losses for the period of disqualification shall be reflected in the amounts returned to the Company. In the case of amounts returnable under (b) or (c) above, the amounts returnable shall be limited to payments adjusted for earnings, gains or losses described above, made during the period for which a denial of qualification was in effect or for which a deduction was denied.

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SAVINGS

(N-016) Article III - 3.08 Corrections for Administrative Errors

3.08 Corrections for Administrative Errors. If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with the amounts of Pre-Tax Savings contributions, Roth Savings contributions, After-Tax Savings contributions, Company Contributions (including any contributions required under Appendix V) or earnings on any such amounts, corrective Employer contributions or account reallocations may be made in accordance with this Section. Solely for the purpose of placing any affected Participant's Account in the position that the Account would have been in had no error been made:

- (a) The Employer may make additional contributions to such Participant's Account; or
- (b) The Committee may reallocate existing contributions among the Accounts of affected Participants.

In addition, with respect to any Plan Year, if an administrative error results in an amount being credited to an Account for a Participant or any other individual who is not otherwise entitled to such amount, corrective action may be taken by the Employer, including, but not limited to, a direction by the Employer to forfeit amounts erroneously credited (with such forfeitures to be used to pay Plan administrative expenses), reallocate such erroneously credited amounts to other Participants' Accounts, or take such other corrective action as necessary under the circumstances.

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SAVINGS

(N-017) Article IV - 4.01 Termination of Employment by Retirement

ARTICLE IV

Distributions

4.01 Termination of Employment by Retirement.

(a) If the employment of a Participant terminates by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date he attains age 70½. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains age 70½.

(b) The Committee shall direct the Trustee to distribute the full or partial value of the Participant's Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic method prescribed by the Committee, and a new election may be made thereafter. If a Participant dies after termination of employment by retirement and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

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SAVINGS

(N-018) Article IV - 4.02 Termination of Employment by Death

4.02 Termination of Employment by Death. In the event that a Participant dies while in the employ of the Employer, his Beneficiary shall have a right to receive the full value of his Account. The Committee, after consulting with the Beneficiary, shall direct the Trustee to distribute the full value of the Participant's Account to the Beneficiary either

(a) as soon as practicable or

(b) at such later time within 90 days following the date of the Participant's death as requested by the Beneficiary. From the date of the Participant's death until the date of the distribution, the Beneficiary shall be deemed to be a Participant for purposes of Sections 3.04 and 3.06.

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SAVINGS

(N-019) Article IV - 4.03 Designation of Beneficiary

4.03 Designation of Beneficiary. Each Participant has the right, from time to time, to designate or change any designation of a Beneficiary. A designation or change of Beneficiary must be provided on forms prescribed by the Committee and will apply to a Participant's entire Account. Any change of Beneficiary will not become effective until such change of Beneficiary is filed with the Committee or its delegate, whether or not the Participant is alive at the time of such filing; provided, however, that any such change will not be effective with respect to any payments made by the Trustee in accordance with the Participant's last designation and prior to the time such change was received by the Committee. Notwithstanding the above, in the case of any Participant who is married on the date of his death, the Participant's spouse as of his date of death shall be his Beneficiary unless such spouse shall have consented in writing to a different Beneficiary on prescribed forms and before either a notary public or an individual designated by the Committee. In the absence of an effective designation or if a named Beneficiary shall have died, the Participant's Beneficiary shall be the Participant's estate. Any individual who is designated as an alternate payee in a qualified domestic relations order (as defined in section 414(p) of the Code and section 206(d) of ERISA) relating to a Participant's benefits under this Plan shall be treated as a Beneficiary hereunder, to the extent provided by such order.

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SAVINGS

(N-020) Article IV - 4.04 Other Termination of Employment

4.04 Other Termination of Employment

(a) If the employment of a Participant terminates for any reason other than death or by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date he attains age 70½. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains age 70½.

(b) The Committee shall direct the Trustee to distribute the full or partial value of the Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic method prescribed by the Committee, prior to the date of termination of employment and a new election may be made thereafter. If a Participant dies after termination of employment and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

(c) Notwithstanding the foregoing, if the net value of the Participant's Account does not exceed \$1,000, as of the most recent Valuation Date coinciding with or immediately following the Participant's termination, distribution shall be made in a single sum as soon as practicable after such Valuation Date in accordance with the Trustee's processing rules. If the net nonforfeitable value of the Participant's Account exceeds \$1,000 (including Rollover Contributions) but is less than or equal to \$5,000 (excluding Rollover Contributions) as of the most recent Valuation Date coinciding with or immediately following the Participant's termination, and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover in accordance with Section 4.12 hereof or to receive the distribution directly, then the Committee shall pay such distribution in a direct rollover to an individual retirement plan designated by the Committee. Any such direct rollover to an individual retirement plan designated by the Committee shall be made in accordance with procedures established by the Committee as soon as practicable after the Valuation Date coinciding with or immediately following the Participant's termination.

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SAVINGS

(N-021) Article IV - 4.05 Disability

4.05 Disability. A Participant or his legal guardian or representative may make a written request to the Committee for a determination that the Participant has incurred a Disability and for a Disability distribution. If the Committee determines that the Participant has incurred a Disability, it shall direct the Trustee to distribute to the Participant all or any portion of his Account, as designated in the written request, as soon as practicable after the Committee's determination.

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SAVINGS

(N-022) Article IV - 4.06 Attainment of Age 59 1/2

4.06 Attainment of Age 59½. Upon the election of a Participant who has attained age 59½, made pursuant to the written, telephonic or electronic method prescribed by the Committee, the Committee shall direct the Trustee to distribute to the Participant all or any portion of his Account as designated in the request, as soon as practicable after receipt of the request, or at such later time as is specified in the request (subject to the minimum distribution requirements set forth in Section 4.09(b)).

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SAVINGS

(N-023) Article IV - 4.07 Rollover Contributions

4.07 Rollover Contributions. Upon the election of a Participant made pursuant to the written, telephonic or electronic method prescribed by the Committee, the Committee shall direct the Trustee to distribute to the Participant (a) all or (b) a portion of his assets representing his Rollover Contributions made to the Plan and the earnings thereon as soon as practicable after receipt of the request.

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SAVINGS

(N-024) Article IV - 4.08 Form of Distribution

4.08 Form of Distribution

(a) Distributions from this Plan shall be made in cash; provided, however, that upon the request of a Participant or Beneficiary, made pursuant to the written, telephonic or electronic method prescribed by the Committee, whichever of the Participant or Beneficiary shall be entitled to a distribution from the Trust Fund, the Trustee shall make all or part of such distribution in the form of the assets in which the Participant's Account is invested at the time of distribution, if practicable.

(b) If, in accordance with Section 4.08(a), a Participant or Beneficiary requests that all or part of a distribution be made in a non-cash form specified in Section 4.08(a), the fair market value of the assets distributed in such non-cash form, plus any accompanying cash distribution, shall be equivalent, as nearly as possible, to the fair market value of the on the effective date of distribution.

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SAVINGS

(N-025) Article IV - 4.09 Latest Commencement of Distributions

4.09 Latest Commencement of Distributions.

(a) Unless a Participant otherwise elects, commencement of distributions will begin not later than the 60th day after the latest of the close of the Plan Year in which occurs:

- (1) the date on which a Participant attains Normal Retirement Age;
- (2) the 10th anniversary of the year in which a Participant commenced participation under the Plan; or
- (3) the date the Participant terminates his service with the Employer.

Unless a Participant affirmatively elects to receive a distribution beforehand, the Participant will be deemed to have elected to defer the commencement of distributions to the required commencement date set forth in subsection (b).

(b) Required Minimum Distributions. Anything herein to the contrary notwithstanding, distributions under the Plan must comply with the requirements of section 401(a)(9) of the Code and the Treasury regulations thereunder. The entire interest of a Participant:

- (1) Must be distributed in accordance with Code section 401(a)(9) and the regulations and other guidance thereunder and shall be paid or commence to be paid no later than April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or terminates employment; provided, however, that for Participants who are 5% owners (within the meaning of the Code section 416 (i), distributions shall commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½.
- (2) Must be distributed in accordance with Treasury regulations over a period not extending beyond the life expectancy of such Participant or the joint life expectancies of such Participant and his Beneficiary.

Furthermore, any required distribution hereunder shall satisfy the incidental death benefits requirements under section 401(a)(9)(G) of the Code. Additionally, the life expectancies of the Participant and his spousal beneficiary shall be recalculated annually for the purpose of determining the required distribution.

Where the Participant dies before his entire interest is distributed to him, the remaining portion of such interest will be distributed to his Beneficiary in accordance with Section 4.02.

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(3) Notwithstanding the provisions of paragraphs (1) and (2) above, if distributions have begun to be paid to any active Employees who have attained age 70½ prior to January 1, 1997, distributions shall be continued in accordance with the provisions of the Plan and the Code as in effect prior to January 1, 1997 unless any such active Employees elect in a timely manner to have such distributions suspended until after termination of employment, effective beginning with distributions that would otherwise be required to be made for the 1997 calendar year.

(4) With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final regulations under section 401(a)(9), notwithstanding any provisions of the Plan to the contrary.

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SAVINGS

(N-026) Article IV - 4.10 Distributions Due to Sales

4.10 Distributions Due to Sales. Effective January 1, 2002 (regardless of when the severance from employment occurred), a Participant's entire Account shall be distributable on account of the Participant's severance from employment. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other than any provisions that required a separation from service before such amounts may be distributed.

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SAVINGS

(N-027) Article IV - 4.11 Undeliverable Distributions

4.11 Undeliverable Distributions.

Notwithstanding any other provision in the Plan to the contrary, if benefits become distributable under the Plan and the Committee is unable to locate the Participant or Beneficiary to whom the benefits are payable after sending a letter via certified mail, return receipt requested, to the individual's last known address, the Account of such Participant or Beneficiary shall be forfeited as of the last day of the Plan Year next following the Plan Year in which such benefits first become payable (or as soon as practicable thereafter). A record of the undeliverable amount shall be maintained and if such Participant or Beneficiary subsequently makes proper claim to the Committee for such amount, the amount of each such Account shall be restored (without earnings), and shall be distributed to such Participant or Beneficiary in accordance with the terms of the Plan. The Trustee shall have discretion over the investment of such forfeited amounts. Amounts forfeited hereunder may, at the discretion of the Committee, be used to offset any Employer contribution obligations, to pay Plan administrative expenses, or to restore the forfeiture of any Participant or Beneficiary who had previously suffered a forfeiture and is later located. If the amount of such current forfeitures is not sufficient to restore the forfeitures of a Participant or Beneficiary who is later located, the Company shall contribute the funds necessary to make such restoration.

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(N-028) Article IV - 4.12 Direct Rollovers

4.12 Direct Rollovers.

(a) At the written request of a Participant, a surviving spouse of a Participant, a spouse or former spouse of a Participant that is an alternate payee under a qualified domestic relations order as defined in section 414(p) of the Code, or a designated beneficiary (referred to as the "distributee") and upon receipt of the written direction of the Committee or its designee, the Trustee shall effectuate a direct rollover distribution of the amount requested by the distributee, in accordance with section 401(a)(31) of the Code, to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code, including, to the extent permitted by law, a Roth IRA described in Code section 408A) provided, however, that with respect to a direct rollover distribution made on behalf of a non-spouse designated beneficiary, such direct rollover distribution shall only be made to an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) that is established for the purpose of receiving the distribution on behalf of such beneficiary. Such amount may constitute all or any whole percent of any distribution from the Plan otherwise to be made to the distributee, provided that such distribution constitutes an "eligible rollover distribution" as defined in section 402(c) of the Code and the regulations and other guidance issued thereunder. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or life expectancy) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and any hardship withdrawals under Section 5.01. All direct rollover distributions shall be made in accordance with the following Subparagraphs (b) through (g).

(b) A distributee (other than a non-spouse designated beneficiary) may elect to have a direct rollover distribution apportioned among two eligible retirement plans.

(c) Direct rollover distributions shall be made in cash, in accordance with such forms and procedures as may be established by the Committee or its designee.

(d) No direct rollover distribution shall be made unless the distributee furnishes the Committee or its designee with such information as the Committee or its designee shall require and deems to be sufficient.

(e) A distributee (other than a non-spouse designated beneficiary) may elect to divide an eligible rollover distribution into two components, with one portion paid as a direct rollover distribution and the remainder paid to the distributee.

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(f) Notwithstanding the foregoing provisions of this Section, a distributee may elect a rollover of after-tax contributions only to an individual retirement account or annuity described in sections 408(a) or (b) of the Code, a qualified defined contribution plan described in sections 401(a) or 403(a) of the Code, or an annuity contract described in section 403(b) of the Code, provided that any such qualified plan or annuity contract agrees to separately account for amounts so transferred, including separately accounting for the portion of a distribution which is includible in gross income and the portion of a distribution which is not includible in gross income.

(g) Notwithstanding the foregoing provisions of this Section, a direct rollover of a distribution from a Roth Savings Account under the Plan shall only be made to another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

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SAVINGS

(N-029) Article V - 5.01 Hardship Withdrawals

ARTICLE V

Withdrawals

5.01 Hardship Withdrawals Upon submission of satisfactory evidence by a Participant of a financial hardship, as defined in this Section, the Committee may direct distribution of part or all of the value of such Participant's Pre-Tax Savings and Roth Savings (not including any earnings on such amounts after December 31, 1988), but only to the extent required to relieve such financial hardship, taking into account such additional amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. No such withdrawal shall be permitted unless the Participant has previously or concurrently withdrawn all amounts otherwise available to him under the Plan. In no event may the Committee direct that such a withdrawal be made to the extent the financial hardship may be relieved from other resources that are reasonably available to the Participant.

A Participant shall be deemed to have no other resources reasonably available if: (i) the Participant has obtained all withdrawals and distributions currently available to the Participant under the Plan and all other qualified defined contribution plans maintained by the Company or an Affiliated Company; (ii) the Participant has obtained all nontaxable loans reasonably available under the Plan and all other qualified defined contribution plans maintained by the Company or an Affiliated Company, to the extent taking such loan would alleviate the immediate and heavy financial need and only to the extent any required repayment of such loan would not itself cause an immediate and heavy financial need; and (iii) the Participant agrees to cease all Pre-Tax Savings and Roth Savings contributions under the Plan as well as all similar contributions to all other qualified defined contribution and non-qualified deferred compensation plans maintained by the Company or an Affiliated Company for six months.

For purposes of this Section, the term "financial hardship" shall be determined in accordance with regulations (and any other rulings, notices, or documents of general applicability) issued pursuant to section 401(k) of the Code and, to the extent permitted by such authorities, shall be limited to any financial need arising from:

- (1) medical expenses (as defined in section 213(d) of the Code) previously incurred by the Participant or a Participant's spouse or dependent or the Participant's Beneficiary (excluding contingent Beneficiaries) or expenses necessary for these persons to obtain medical care (as defined in section 213(d) of the Code) which, in either case, are not covered by insurance.
- (2) expenses relating to the payment of tuition and related educational fees, including room and board, for the next twelve months of post-secondary education of a Participant or his spouse, dependent or Beneficiary (excluding contingent Beneficiaries).
- (3) expenses directly relating to the purchase (excluding mortgage payments) of a primary residence for the Participant.

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(4) expenses relating to the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence,

(5) expenses relating to funerals for a Participant's parent, spouse, child, dependent, or Beneficiary (excluding contingent Beneficiaries) or

(6) expenses related to the repair of damage to the Participant's principal residence that would qualify for a casualty deduction on the Participant's federal income tax return.

There is no minimum amount of hardship withdrawal under the Plan. Hardship withdrawals shall be paid in a single cash payment and on a pro-rata basis from the investment funds in which the Participant's Pre-Tax Savings Account and Roth Savings Account, as applicable, are invested.

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SAVINGS

(N-030) Article V - 5.02 Qualified Hurricane Distributions

5.02 Qualified Hurricane Distributions.

A Participant may receive a "qualified hurricane distribution" as defined in Code section 1400Q to the extent the Participant is eligible for such a distribution. No such distributions may be made on or after January 1, 2007.

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(N-100) Article V - 5.03 After-Tax Savings Withdrawals

5.03 After-Tax Savings Withdrawals.

A Participant may withdraw all or any part of the assets relating to his After-Tax Savings and the earnings thereon at any time. The Participant may elect to have the Trustee sell the assets in his Account and distribute the proceeds to him in cash.

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(N-031) Article VI - 6.01 Loan Subaccounts

ARTICLE VI

Loans to Participants

6.01 Loan Subaccounts. Loans from the Plan may be made to all Participants who are "parties in interest" within the meaning of ERISA section 3(14) and to Employees who have made Rollover or Transfer Contributions to the Plan. Such individuals are referred to herein as "Eligible Borrowers." Within each Eligible Borrower's Account, there shall be maintained a Loan Subaccount solely for the purpose of effecting loans from the Eligible Borrower's Account to the Eligible Borrower.

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SAVINGS

(N-032) Article VI - 6.02 Number and Term of Loans

6.02 Number and Term of Loans. The maximum number of loans outstanding at any time under this Plan and any other deferred pay plans of the Company shall not exceed six. In addition, at least twelve months must elapse between loans made to any Eligible Borrower.

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SAVINGS

(N-033) Article VI - 6.03 Availability of Loans

6.03 Availability of Loans.

(a) Application for a loan must be made to the Committee or its delegate in the manner prescribed by the Committee (including through written, electronic, telephonic, or other means). The decisions by Committee representatives on loan applications shall be made on a reasonably equivalent basis and within a reasonable period after each loan application is received.

(b) Notwithstanding anything herein to the contrary, and in the absence of express approval by the Committee, no loan shall be made to an Eligible Borrower during a period in which the Committee is making a determination of whether a domestic relations order affecting the Eligible Borrower's Account is a qualified domestic relations order, within the meaning of section 414(p) of the Code. Further, if the Committee is in receipt of a qualified domestic relations order with respect to any Eligible Borrower's Account, it may prohibit such Eligible Borrower from obtaining a loan until the alternate payee's rights under such order are satisfied.

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SAVINGS

(N-034) Article VI - 6.04 Amount of Loan

6.04 Amount of Loan. A Plan loan shall be derived from the Eligible Borrower's Account determined as of the Valuation Date on which the Trustee receives proper loan disbursement instructions which shall be forwarded to the Trustee by the Committee or its designee as soon as practicable after its review and approval of the loan application. Loans shall be made in increments of \$100, rounded down to the nearest \$100. The minimum loan available is \$1,000. The maximum loan amount that may be borrowed at any time, (when added to the outstanding balance of all other loans from the Plan), may not exceed the lesser of: (i) \$50,000, reduced by the excess (if any) of: (A) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which a new loan is to be made, over (B) the outstanding balance of loans from the Plan on the date on which the new loan is to be made, or (ii) 50% of the Eligible Borrower's vested interest in his Accounts.

The maximum amount available for a loan to an active Participant will be reduced by an amount equal to the outstanding principal and interest of any loan that has been defaulted.

The foregoing limitations shall be determined by aggregating loans from all qualified defined contribution plans of the Company or any Affiliated Company.

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(N-035) Article VI - 6.05 Terms of Loans

6.05 Terms of Loan.

(a) A loan shall be secured by a lien on the Eligible Borrower's interest in the Plan, to the maximum extent permitted by the relevant provisions of the Code, ERISA, and any regulations or other guidance issued thereunder.

(b) The interest rate on a loan shall be a reasonable rate of interest established by the Committee or its duly authorized delegate on the date that the loan is approved by the Committee (or its delegate).

(c) Subject to Section 6.06, the principal amount and interest on a loan shall be repaid no less frequently than quarterly by level payroll deductions during each payroll period in which the loan is outstanding; provided, however, that a Participant who is not on the active payroll may continue to repay the principal and interest of his or her loan by check or money order. The loan's repayment period shall not extend beyond five years (60 months) from the date the loan is made (except in the case of a loan used to acquire any dwelling unit which within a reasonable time is to be used as the principal residence of the Participant, in which case the loan's repayment period shall not extend beyond ten years (120 months)). This level amortization requirement will not apply for a period, not longer than one year (or such longer period as may apply under Section 6.08), that a Participant is on a bona fide leave of absence, either without pay from the Employer or at a rate of pay (after income and employment tax withholding) that is less than the amount of the installment payments required under the terms of the loan. However, the loan (including interest that accrues during the leave of absence) must be repaid by the five-year loan maturity deadline specified above (or ten-year loan maturity date applicable to principal residence loans), and the amount of the installments due after the leave ends (or, if earlier, after the first anniversary of the leave or such longer period as may apply under Section 6.08) must not be less than the amount required under the terms of the original loan.

(d) Each loan shall be evidenced by a promissory note, evidencing the Eligible Borrower's obligation to repay the borrowed amount to the Plan, in such form and with such provisions consistent with this Article VI as are acceptable to the Trustee. All promissory notes shall be deposited with the Trustee.

(e) Under the terms of the loan agreement, a Committee representative may determine a loan to be in default, and may take such actions upon default, in accordance with Paragraph 6.07.

(f) If an Eligible Borrower is transferred from employment with the Employer to employment with an Affiliated Company or another entity affiliated with the Employer as the Committee in its

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discretion may determine, he shall not be treated as having terminated employment and the Committee shall make arrangements for the loan to be repaid in accordance with the loan agreement. For this purpose, the Committee may, but is not required to, authorize the transfer of the loan to a qualified plan maintained by such Affiliated Company or other affiliated entity. In the absence of such arrangements, the loan shall be deemed to be in default, and shall be subject to the provisions of Paragraph 6.07.

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SAVINGS

(N-036) Article VI - 6.06 Distribution and Repayment of Loan

6.06 Distribution and Repayment of Loan.

(a) The loan proceeds shall be transferred to the Eligible Borrower's Loan Subaccount by the Trustee and shall be derived from the Eligible Borrower's interest in the Plan's investment options on a pro rata basis. Amounts transferred to such Subaccount shall reflect the value of the Eligible Borrower's interest as of the Valuation Date on which such transfer shall occur. The loan proceeds shall be distributed from the Loan Subaccount to the Eligible Borrower on the same day as they are received by the Loan Subaccount.

(b) Repayments of Plan loans shall be made to the Eligible Borrower's Loan Subaccount. Such repayments shall be immediately transferred from the Loan Subaccount and credited to the Eligible Borrower's Account and invested in the Plan's investment options in the same proportions as his current contributions are invested, as soon as practicable after they are received by the Loan Subaccount.

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SAVINGS

(N-037) Article VI - 6.07 Events of Default and Action Upon Default

6.07 Events of Default and Action Upon Default.

(a) In the event that an Eligible Borrower does not repay the principal with respect to a Plan loan at such times as are required by the terms of the loan, such loan shall be in default and the unpaid balance of the loan, together with interest thereon shall become due and payable. If, before a loan is repaid in full, a distribution is required to be made from the Plan to an alternate payee under a qualified domestic relations order (as defined in section 414(p) of the Code and section 206 (d) of ERISA) and the amount of such distribution exceeds the value of the Eligible Borrower's interest in the Plan less the amount of such outstanding loan, the unpaid balance thereon, shall become immediately due and payable. The Trustee shall satisfy the indebtedness to the Plan before making any payments to the Eligible Borrower or any alternate payee. In addition to the foregoing, the loan agreement may include such other events of default as the Committee shall determine are necessary or desirable.

(b) Upon the default of any Eligible Borrower, the Committee or its designate in its discretion, may direct the Trustee to take such action as the Committee or its designee may reasonably determine to be necessary in order to preclude the loss of principal and interest, including:

(i) demand repayment of the outstanding amount on the loan (including principal and accrued interest) or, if the loan is not repaid or if other repayment arrangements are not established;

(ii) cause a foreclosure of the loan to occur by distributing the promissory note to the Eligible Borrower or otherwise reducing the Eligible Borrower's Account by the value of the loan. For these purposes, such loan shall be deemed to have a fair market value equal to its face value (plus applicable interest) reduced by any payments made thereon by the Eligible Borrower.

In the event of any default, the Eligible Borrower's prior request for a loan shall be treated as the Eligible Borrower's consent to an immediate distribution of the promissory note representing a distribution of the unpaid balance of any such loan. The loan agreement shall include such provisions as are necessary to reflect such consent. In all events, however, to the extent a loan is secured by Pre-Tax Savings and Roth Savings contributions, no foreclosure on the Eligible Borrower's loan shall be made until the earliest time such contributions may be distributed without violating any provisions of Code section 401(k) and the regulations issued thereunder.

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SAVINGS

(N-038) Article VI - 6.08 Military Service

6.08 Military Service. Notwithstanding any other provision of the Plan to the contrary, Plan loan repayments may be suspended during periods that the Eligible Borrower is performing service in the uniformed services, whether or not qualified military service, in accordance with section 414 (u) of the Code.

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(N-039) Article VI - 6.09 Special Rules for Loans to Qualified Participants

6.09 Special Rules for Loans to Qualified Participants.

Notwithstanding any other provision in this Plan, the following rules shall apply with respect to loans made to "Qualified Participants." For purposes of this Section 6.09, a "Qualified Participant" is (i) a Participant whose principal place of abode on August 28, 2005, was located in Louisiana, Mississippi, Alabama, or Florida and who has sustained an economic loss by reason of Hurricane Katrina ("Qualified Hurricane Katrina Participant"); (ii) a Participant whose principal place of abode on September 23, 2005, was located in the Hurricane Rita disaster area and who has sustained an economic loss by reason of Hurricane Rita ("Qualified Hurricane Rita Participant"); or (iii) a Participant whose principal place of abode on October 23, 2005, was located in the Hurricane Wilma disaster area and who has sustained an economic loss by reason of Hurricane Wilma ("Qualified Hurricane Wilma Participant").

(a) For loans made on or after the applicable dates set forth in (1) and (2) below, and before January 1, 2007, the 50% limit set forth in Section 6.04 shall be increased to 100%, and the \$50,000 limit set forth in Section 6.04 shall be increased to \$100,000. For purposes of this paragraph (a), the applicable dates shall be as follows:

(1) September 24, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) December 21, 2005, in the case of a Qualified Hurricane Rita Participant or a Qualified Hurricane Wilma Participant;

(b) For loans outstanding on or after the applicable dates set forth in (1), (2) and (3) below, if the due date for any repayment with respect to the loan occurs during the period beginning on such date and ending on December 31, 2006, such due date shall be delayed for one year or, if longer, to the extent permitted under applicable IRS guidance. In addition, any subsequent repayments for the loan shall be appropriately adjusted to reflect the delay and any interest accruing during such delay, and the period of delay shall be disregarded when applying the 5-year limit set forth in Section 6.05(c). For purposes of this paragraph (b), the applicable dates shall be as follows:

(1) August 25, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) September 23, 2005, in the case of a Qualified Hurricane Rita Participant;

(3) October 23, 2005, in the case of a Qualified Hurricane Wilma Participant.

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SAVINGS

(N-040) Article VII - 7.01 Appointment of the Committee

ARTICLE VII

Administration of the Plan

7.01 Appointment of the Committee. The administration of the Plan, as provided herein, including the payment of all benefits to Participants or their Beneficiaries, shall be the responsibility of the FCA US LLC Employee Benefits Committee. The Committee shall have the exclusive authority:

(a) to, subject to the provisions of Section 7.05, construe and interpret the provisions of the Plan and to make factual determinations thereunder, including the power to determine the rights or eligibility under the Plan of Employees, Participants, or any other persons, and the amounts of their benefits (if any) under the Plan. In this regard, benefits under the Plan will be paid only if the Committee decides in its discretion, subject to any appeal under Section 7.05, that the applicant is entitled to them pursuant to the Plan's terms;

(b) to, subject to the provisions of Section 7.05, remedy ambiguities, inconsistencies or omissions, and such determinations by the Committee shall be binding on all parties;

(c) to adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan and Trust Agreement;

(d) to enforce the Plan in accordance with the terms of the Plan and in accordance with the rules and regulations the Committee has adopted;

(e) to direct the Trustee with respect to payments or distributions from the Trust in accordance with the provisions of the Plan;

(f) to furnish the Employers with such information as may be required by them for tax or other purposes in connection with the Plan; and

(g) to employ agents, attorneys, accountants, actuaries or other persons (who also may be employed by the Employers) and to allocate or delegate to them such powers, rights and duties as the Committee may consider necessary or advisable to properly carry out administration of the Plan, provided that such allocation or delegation and the acceptance thereof by such agents, attorneys, accountants, actuaries or other persons, shall be in writing.

The Committee, in its discretion, may authorize Participants to make various requests for information, elections and other transactions under the Plan through the use of one or more of the following methods: (a) written communications, (b) telephonic, automated voice response system, (c) computer network, or (d) any other method designated by the Committee.

Neither the Employee Benefits Committee nor any of its members shall be liable to the Company or to any Employee or to any beneficiary of any Employee on account of any act done or omitted by the Employee Benefits Committee acting in good faith in the performance of its fiduciary and non-fiduciary duties under the Plan. The Company shall defray all expenses of the Employee Benefits Committee.

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(N-041) Article VII - 7.02 Trustee

7.02 Trustee. All contributions to the Plan shall be paid into and all benefits herein provided for shall be paid from a Trust Fund established by agreement between FCA US LLC and a bank or trust company appointed as Trustee by the Committee, which shall be in such form and contain such provisions as FCA US LLC may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of FCA US LLC to amend the Trust Agreement and the authority of FCA US LLC to settle the account of the Trustee on behalf of all persons having an interest in the Trust Fund. When entered into, the Trust Agreement shall be taken to form a part of this Plan and all rights and benefits that may accrue to any person under this Plan shall be subject to all the terms and provisions of the Trust Agreement. The Committee shall make arrangements for the Trustee to enter into a contract or contracts with one or more insurance companies or other financial service companies to provide various investment options for Participants. The Trustee shall transfer the amounts credited to each Participant's Account, as provided in Article III, to the appropriate insurance company and/or financial service company for investment as directed by the Participant.

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(N-042) Article VII - 7.03 Named Fiduciaries

- 7.03 Named Fiduciaries. The Committee shall be a Named Fiduciary under the Plan.
- (a) A Named Fiduciary under the Plan may designate persons to carry out the fiduciary responsibilities under the Plan of the Named Fiduciary making such designation.
 - (b) Any designation set forth in Subsection (a) above shall be set forth in writing.
 - (c) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
 - (d) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Subsection (a) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

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(N-043) Article VII - 7.04 Fees and Expenses

7.04 Fees and Expenses. All the Trustee's compensation for its services as trustee, as agreed to by the Company and the Trustee, and all expenses of administration of the Trust Fund and the trust agreement, shall be paid by the Plan, unless otherwise paid by the Company.

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(N-044) Article VII - 7.05 Claims and Appeals Procedure

7.05 Claims and Appeals Procedure

(a) The Committee shall prescribe a form or such alternate procedure for the presentation of claims under the Plan as it may determine is permitted under applicable law.

(b) Upon presentation to the Committee of a claim, the Committee shall make a determination of the validity thereof. If the determination is adverse to the claimant, the Committee shall furnish to the claimant within a reasonable period of time after the receipt of the claim a notice setting forth the following:

(i) The specific reason or reasons for the denial;

(ii) Specific reference to pertinent provisions of the Plan on which the denial is based;

(iii) A description of any material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) An explanation of the Plan's claim review procedure.

(c) If a claim is denied, the claimant may appeal such denial to the Board of Administration, as established pursuant to Section (19), Board of Administration, of the FCA US LLC – UAW Pension Agreement, and pursuant to the procedures set forth below, for a review of the adverse determination. The claimant's request for review must be made in writing to the Board of Administration or its designee within 60 days after receipt by the claimant of the notification required under subsection (b) above. The claimant or his duly authorized representative may submit issues and comments in writing for consideration by the Board of Administration in its review.

(d) A decision on a request for review shall be made by the Board of Administration not later than 60 days after receipt of the request; provided, however, that if special circumstances arise, as determined by the Board of Administration in its sole discretion, such decision shall be made not later than 120 days after receipt of such request. The Board of Administration's decision on review shall state in writing the specific reasons and references to this Plan provisions on which it is based. Subject to any rights to remedies accorded by applicable law, the final decision of the Board of Administration shall be conclusive and binding upon the Company, the claimant and all other persons interested in the claim.

(e) The Committee will adopt additional claims procedures with respect to claims involving disability determinations under the Plan in accordance with applicable Department of Labor regulations.

(f) The Committee may allocate its responsibilities among its several members, except that all matters regarding (a) or (b), above, shall be made by the full Committee or its designee. No member of the Committee or the Board of Administration shall participate in any matter relating solely to himself.

(g) A claimant may not bring a civil action contesting the Board of Administration's denial of a benefit claim on review more than 24 months following the date of the Board of Administration's denial of such benefit claim on review. If a court determines that this provision allows an unreasonably short period of time to bring a civil action, then the court shall enforce this provision

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as far as possible and declare the civil action barred unless it was started within the minimum reasonable time that the action should have been started.

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(N-045) Article VIII - 8.01 Amendment

ARTICLE VIII

Amendment and Termination

8.01 Amendment. The Plan is maintained pursuant to a collective bargaining agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("Union"), dated XX XX, 2015 through XX XX, 201X. This Plan may not be amended or modified in any manner except by the mutual agreement of FCA US LLC and the Union; provided, however, that in the event that any revision of this Plan is necessary under applicable law, FCA US LLC is authorized, with the consent of the Union, to make the necessary revisions, adhering as closely as possible to the intent of FCA US LLC and the Union as expressed in the collective bargaining agreement and this Plan.

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(N-046) Article VIII - 8.02 Termination

8.02 Termination. The Plan may not be terminated and contributions may not be discontinued except by the mutual agreement of FCA US LLC and the Union. Upon the Union's agreement to any termination or partial termination of the Plan, or the complete discontinuance of contributions under the Plan, the rights of all affected Participants, former Participants and Beneficiaries having an interest in the Trust Fund at the effective date of such termination or discontinuance, to the amounts credited to their respective Accounts shall be nonforfeitable. Notwithstanding any termination of the Plan, the provisions of Article IV hereof and of the Trust Agreement shall continue in effect until the Trustee shall have completed the distribution of the Trust Fund and its accounts have been settled.

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(N-047) Article VIII - 8.03 Merger or Consolidation of Plan

8.03 Merger or Consolidation of Plan. Except by the mutual agreement of FCA US LLC and the Union, there shall be no merger or consolidation of the Plan with, or transfer of its assets or liabilities to, any other plan. In the event of an agreement permitting any of the foregoing, each Participant shall be entitled, immediately after the merger, consolidation or transfer, to receive a benefit in accordance with the requirements of Code section 414(l) and the Treasury regulations and other guidance issued thereunder.

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(N-048) Article IX - 9.01 Absence of Rights

ARTICLE IX

Miscellaneous

9.01 Absence of Rights. No Employee or Participant shall have any right or claim to any benefit under the Plan except in accordance with the provisions of the Plan, and then only to the extent that there are funds available therefor in the hands of the Trustee. The establishment of the Plan shall not be construed as creating any contract of employment between the Employer and any Employee or otherwise conferring upon any Employee or other person any legal right to continuation of employment, nor as limiting or qualifying the right of the Employer to discharge any Employee without regard to the effect that such discharge might have upon his rights under the Plan.

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(N-049) Article IX - 9.02 No Assignment of Benefits

9.02 No Assignment of Benefits.

Except as otherwise provided in Article VI, no interest, right or claim in or to any part of the Trust Fund or any payment therefrom shall be assignable, alienable, transferable or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution or levy of any kind, and the Trustee shall not recognize any attempt to assign, alienate, transfer, sell, mortgage, pledge, hypothecate, commute or anticipate the same, except to the extent required by law. If any person entitled to any benefit under the Plan shall be adjudicated bankrupt or shall attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, then the Committee in its discretion may forthwith terminate the right of such person to such benefit and direct the Trustee to hold or apply the amount hereof for the benefit of such person, his spouse, children or other dependents, or any of them, in such manner and in such proportion as the Committee in its discretion shall determine.

The preceding paragraph shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined by the Committee to be a qualified domestic relations order, as defined in section 414(p) of the Code and section 206(d) of ERISA. Benefits payable under such a qualified domestic relations order may be paid prior to the "earliest retirement date," as such term is defined in the Code and ERISA. The Committee shall establish reasonable procedures for determining the qualified status of any domestic relations order and for administering distributions under any such order.

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(N-050) Article IX - 9.03 Payments to Incapacitated Persons

9.03 Payments to Incapacitated Persons. In the event that the Committee shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of illness or accident, or otherwise, the Committee may direct that any benefit payments due shall be paid to the duly appointed legal representative, to the spouse, a child, a parent or other blood relative of the person, or to any person deemed by the Committee to have incurred expense for the benefit of such person, and any such payments so made shall be a complete discharge of the liabilities of the Plan therefor.

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(N-051) Article IX - 9.04 Construction

9.04 Construction. Whenever in the language of the Plan the masculine gender is used, it shall be deemed equally to refer to the female sex.

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(N-052) Article IX - 9.05 Governing Law

9.05 Governing Law. To the extent that Michigan law has not been preempted by the provisions of federal law, the provisions of the Plan shall be interpreted, construed and administered in accordance with the laws of the State of Michigan. Notwithstanding the foregoing or any provision of the Plan to the contrary, the determination of whether an individual is a spouse shall be made in accordance with federal law, effective June 26, 2013.

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(N-053) Article IX - 9.06 Participant Statements

9.06 Participant Statements. Each Participant shall be furnished by mail or otherwise a statement, at least annually, and, as soon as practicable after the end of the period covered by the statement, showing the aggregate amount of the contributions to the Trust Fund for his account during the period and the fair market value of the assets in his Account at the end of the period.

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(N-101) Article IX - 9.07 Savings Clause

9.07 Savings Clause. If a court determines that any provision of this Plan is unlawful, then the court shall enforce the remaining terms of the Plan as far as possible.

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SAVINGS

(N-054) Appendix I - Maximum Annual Addition

Appendix I

MAXIMUM ANNUAL ADDITION

(a) Limitation of Annual Addition. The Annual Addition of a Participant for a Limitation Year shall not exceed the Participant's Maximum Annual Addition, which shall be the lesser of:

- (1) One hundred percent of such Participant's Earnings during the Limitation Year; or
- (2) \$40,000, or the amount permitted under Code section 415(c)(1)(A), as adjusted from time to time under Code section 415(d)(1), and in effect for such Limitation Year.

Notwithstanding the foregoing, if a Limitation Year is shorter than 12 months, the Maximum Annual Addition described in paragraph (a)(2) above for that Limitation Year shall be multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

(b) Annual Addition. A Participant's "Annual Addition" for a Limitation Year shall be the sum of:

- (1) Pre-Tax Savings and Roth Savings contributions for the Limitation Year allocated to the Account of the Participant (excluding catch-up contributions described in Section 3.01(a)(ii));
- (2) The sum of the Participant's after-tax contributions (including After-Tax Savings Contributions to this Plan), whether mandatory or voluntary, for the Limitation Year, to this and any other defined contribution or defined benefit plan qualified under Code section 401(a) that is maintained by the Employer;
- (3) The Company Contributions for the Limitation Year allocated to the Account of the Participant;
- (4) The Employer's contributions allocated as of a date within the Limitation Year to the Participant's account in any other defined contribution plan maintained by the Employer and the Account of the Participant;
- (5) The Participant's contributions, whether mandatory or voluntary, for the Limitation Year, to this and any other defined contribution or defined benefit plan qualified under Code section 401(a), that is maintained by an Employer; and
- (6) Forfeitures allocated to a Participant for a Limitation Year under any other defined contribution plan maintained by an Employer.
- (7) Any other amounts required to be treated as "Annual Additions" under Code section 415 and the regulations thereunder.

(c) Erroneous Allocation. Notwithstanding anything in subsection (b) to the contrary, any contribution that is allocated in a Limitation Year to a Participant's account in this or any other defined contribution plan of the Employer due to an erroneous forfeiture or an erroneous failure to allocate in a prior Limitation Year, shall be part of the Participant's Annual Addition for the Limitation

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Year to which it relates, and not for the Limitation Year in which it is actually contributed or allocated.

(d) Reduction of Annual Addition. In the event that it is necessary to reduce a Participant's Annual Addition in order to prevent it from exceeding his Maximum Annual Addition, the following allocations shall be reduced in the order in which listed, to the extent necessary:

(1) The Participant's voluntary, and then his mandatory contributions to any defined contribution plan (including his After-Tax Savings in the appropriate category) shall be reduced, but not below the largest amount of contributions that would not be included in his Annual Addition.

(2) The participant's Pre-Tax Savings Contributions (and elective contributions on his behalf under any other qualified cash or deferred arrangement) shall be reduced.

(3) Company Contributions (including company contributions under any other plan) related to any contributions reduced under paragraphs (1) and (2) shall be reduced simultaneously with such contributions.

(4) Any remaining Company Contributions (and allocations of Employer contributions to the account of the Participant under other defined contribution plans) shall be reduced.

(5) The Participant's voluntary, and then his mandatory, contributions to any defined benefit plan shall be reduced.

(e) Earnings. (1) For purposes of this Appendix I, Earnings for a Limitation Year shall include the amounts described in Treas. Reg. § 1.415(c)-2(b) and shall exclude the amounts described in Treas. Reg. § 1.415(c)-2(c). For purposes of this Appendix I only (and not to the extent this term is incorporated in other Sections of the Plan), Earnings also includes (i) amounts paid to a Participant after the Participant has a severance from employment and (ii) compensation for periods of military service and/or disability, to the fullest extent permitted by Code section 415 and the regulations thereunder. For this purpose, Earnings shall include amounts paid after a Participant's severance from employment with the Company, provided that (1) the compensation is paid by the later of (i) 2½ months after the Participant's severance from employment with the Company or (ii) the end of the limitation year that includes the Participant's severance from employment with the Company, (2) the compensation consists of regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and (3) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Company. Notwithstanding the foregoing, "Earnings" for any Limitation Year shall not exceed the limitation prescribed under Code section 401(a)(17)(A) for such Limitation Year.

(f) Limitation Year. The Limitation Year shall begin on January 1 and end on the following December 31.

(g) Employer. For purposes of this Appendix I, the term Employer shall mean the Company and all Affiliated Companies, but in applying the definition of Affiliated Companies, the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" wherever the latter phrase appears in Code section 1563(a)(1).

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(N-055) Appendix II - Nondiscrimination Limitations

Appendix II

NONDISCRIMINATION LIMITATIONS

(a) Maximum Elective Deferral Contribution. Subject to the limitation of Paragraph (b) and the provisions of Section 3.01(a)(ii) hereof and Code section 414(v), in any calendar year, in no event may the amount of Pre-Tax Savings and Roth Savings contributions to the Plan, in addition to all such salary deferral contributions under all other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceed the maximum elective deferral limit under Code section 402(g) for such calendar year, as adjusted for increases in the cost-of-living under section 402(g) of the Code (the "maximum 402(g) limit"). If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan, in addition to all such salary reduction contributions under all other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceeds the maximum 402(g) limit, the excess deferral (a deferral in excess of the maximum 402(g) limit) together with earnings thereon shall be distributed to the Participant as soon as practicable after the Committee determines that the excess deferral was made, but no later than the April 15 of the calendar year following the calendar year in which the excess deferral arose. If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan and any elective contributions under any other qualified cash or deferred arrangement in which he participates which is not maintained by the Company or an Affiliated Company, exceed the maximum 402(g) limit in a calendar year, he may request to receive a distribution of the amount of the excess deferral that is attributable to Pre-Tax Savings and Roth Savings contributions in the Plan together with earnings thereon, notwithstanding any limitations on distributions contained in the Plan. Such distribution shall be made by April 15 following the calendar year of the applicable contribution, provided that the Participant notifies the Committee of the amount of the excess deferral that is attributable to a Pre-Tax Savings or Roth Savings contribution to the Plan and requests such a distribution. The Participant's notice must be received by the Committee no later than the March 1 following the calendar year of the excess deferral. In the absence of such notice, the amount of such excess deferral attributable to Pre-Tax Savings and Roth Savings contributions to the Plan shall be subject to all limitations on withdrawals and distributions in the Plan. The amount of excess deferrals that may be distributed under this Paragraph (a) with respect to any Participant for any calendar year shall be reduced by the amount of any Excess Contributions previously distributed pursuant to Paragraph (c)(3), if any, for such calendar year. In general, distributions of excess deferrals pursuant to this Section shall be adjusted to reflect earnings or losses with respect to such deferrals for the calendar year in which the deferrals were made, but shall not reflect earnings or losses for the period between the end of such calendar year and the date of the distribution. Notwithstanding the foregoing, any excess deferrals distributed to a

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Participant with respect to the 2007 calendar year shall be adjusted for any earnings or losses up through the date of distribution. To the extent a Participant's excess deferral for a Plan Year is composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(b) Maximum Actual Deferral Percentage. Notwithstanding anything in the Plan to the contrary, in no event may the Pre-Tax Savings and Roth Savings contributions made on behalf of all Highly Compensated Employees with respect to any Plan Year result in an Actual Deferral Percentage for such group of Highly Compensated Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Actual Deferral Percentage for the preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Actual Deferral Percentage for the preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Actual Deferral Percentage for the preceding Plan Year for all eligible Employees other than Highly Compensated Employees.

(c) Correction of Excess Contributions.

(1) The Committee shall be authorized to implement rules authorizing or requiring reductions in the Pre-Tax Savings and Roth Savings contributions that may be made on behalf of Highly Compensated Employees during the Plan Year (prior to any contributions to the Trust) so that the limitation of Paragraph (b) is satisfied.

(2) In addition to the reductions set forth in Subparagraph (c)(1), if the limitation under Paragraph (b) continues to be exceeded an Employer may, in the discretion of the Committee, make additional contributions to the Accounts of eligible Employees who are not Highly Compensated Employees, which additional contributions shall be Qualified Nonelective Contributions, up to an amount necessary to assure that the limitation in that Plan Year is not exceeded, which additional contributions shall be made in accordance with section 401(k) of the Code and the regulations issued thereunder.

(3) To the extent the limitation under Paragraph (b) continues to be exceeded following the making of such Qualified Nonelective Contributions, or if such additional contributions are not made, the Excess Contributions made on behalf of Highly Compensated Employees with respect to a Plan Year and income allocable thereto (including, for Excess Contributions made with respect to the 2006 and 2007 Plan years, but not for any subsequent Plan Year, earnings for the period after the close of the Plan Year and prior to the distribution) shall then be distributed to such Highly Compensated Employees as soon as practicable after the end of such Plan Year, but no later than twelve months after the close of such Plan Year. To the extent a Highly Compensated Employee's Excess Contribution for a Plan Year is composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(d) Maximum Contribution Percentage. Notwithstanding anything in the Plan to the contrary, in no event may After-Tax Savings Contributions made on behalf of all eligible Highly Compensated Employees with respect to any Plan Year result in a Contribution Percentage for such group of Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Contribution Percentage for the preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Contribution Percentage for the preceding Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Contribution Percentage for the preceding Plan Year for all eligible Employees other than Highly Compensated Employees.

(e) Correction of Excess Aggregate Contributions.

(1) If the limitation under Paragraph (d) is exceeded, an Employer may, in the discretion of the Committee, make additional contributions to the accounts of eligible Employees who are not Highly Compensated Employees up to an amount necessary to assure that the limitation under Paragraph (d) is satisfied, which additional contributions shall either be Qualified Nonelective Contributions. The Employer shall maintain such records as necessary to demonstrate compliance

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with the limitations of Paragraph (d), including records showing the extent to which Qualified Nonelective Contributions are taken into account in applying such limitations.

(2) If the limitation under Paragraph (d) continues to be exceeded following such Qualified Nonelective Contributions, if any, the amount of the Excess Aggregate Contributions attributable to After-Tax Savings contributions and any income attributable to such amounts shall be distributed to eligible Highly Compensated Employees.

(3) All Excess Aggregate Contributions and any income allocable thereto shall be distributed, as described above, as soon as practicable after the close of the Plan Year, but no later than twelve months after the close of the Plan Year in which they occur.

(4) The Committee is authorized to implement rules under which it may utilize any combination of the methods described in the foregoing Subparagraphs (e)(1), (e)(2), and (e)(3) to assure that the limitation of Paragraph (d) is satisfied.

(f) Definitions. For purposes of this Appendix, the following terms shall have the following meanings:

(1) "Actual Deferral Percentage" with respect to any group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

(i) The amount of Pre-Tax Savings and Roth Savings contributions paid to the Trust for such Plan Year on behalf of the Employee plus the amount of any Qualified Nonelective Contributions made on behalf of the Employee for the Plan Year, if any, divided by

(ii) The Employee's Compensation for such Plan Year.

For purposes of determining Actual Deferral Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as an eligible Employee. In all events, Actual Deferral Percentages will be determined in accordance with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401 (k) of the Code, and the regulations issued thereunder.

(2) "Compensation" shall mean for any Employee, "Earnings" as defined in Appendix I (e). In no event may the amount of Compensation taken into account for this Appendix exceed the annual compensation limitation in effect under section 401(a)(17) of the Code, as adjusted by the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code.

(3) "Contribution Percentage" with respect to any specified group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

(i) the amount of After-Tax Savings Contributions and any Qualified Nonelective Contributions made pursuant to Paragraph (e), paid to the Trust Fund on behalf of each such Employee for such Plan Year, to

(ii) the Employee's Compensation for such Plan Year.

For purposes of determining Contribution Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as an eligible Employee. In all events, Contribution Percentages will be determined in accordance with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401 (m) of the Code, and the regulations issued thereunder.

(4) "Excess Aggregate Contributions" shall mean with respect to each Highly Compensated Employee, the amount equal to the total After-Tax Savings contributions made on his behalf determined prior to the application of the leveling and distribution procedures described below, minus the Employee's total After-Tax Savings contributions, determined after the application of the leveling and distribution procedures described below. Under the leveling procedure, the Contribution Percentage of the Highly Compensated Employee with the highest such percentage is reduced to the extent required to enable the limitation of Paragraph (d) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Employee's Contribution Percentage to equal that of the Highly Compensated Employee with the next highest Contribution Percentage. This leveling procedure is repeated until the limitation of Paragraph (d) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Aggregate

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Contributions shall be determined. This amount shall be distributed as required by Paragraph (e) and in accordance with a distribution procedure under which the dollar amount of After-Tax Savings contributions of the Highly Compensated Employee with the highest dollar amount of After-Tax Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Aggregate Contributions. This distribution process shall be repeated until all Excess Aggregate Contributions have been distributed.

(5) "Excess Contributions" shall mean with respect to each Highly Compensated Employee, the amount equal to total Pre-Tax Savings and Roth Savings contributions made on behalf of the Employee (determined after the application of Subparagraph (c)(1) and prior to the application of the leveling and distribution procedures described below) minus the Employee's total Pre-Tax Savings and Roth Savings contributions (determined after application of Subparagraph (c)(1) and after the leveling and distribution procedures described below). In accordance with the regulations issued under section 401(k) of the Code, Excess Contributions shall be determined by a leveling procedure under which the Actual Deferral Percentage of the Highly Compensated Employee with the highest such percentage shall be reduced to the extent required to enable the limitation of Paragraph (b) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's Actual Deferral Percentage to equal the Actual Deferral Percentage of the Highly Compensated Employee with the next highest Actual Deferral Percentage. This leveling procedure shall be repeated until the limitation of Paragraph (b) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Contributions shall be determined. This amount shall be distributed as required by Paragraph (c) and in accordance with a distribution procedure under which the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the highest dollar amount of Pre-Tax Savings and Roth Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Contributions or, if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's dollar amount of Pre-Tax Savings and Roth Savings contributions to equal the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the next highest dollar amount of Pre-Tax Savings and Roth Savings contributions. This distribution process shall be repeated until all Excess Contributions have been distributed.

(6) "Qualified Nonelective Contributions" shall mean contributions that are made pursuant to Paragraph (c)(2) and that meet the requirements of section 401(m)(4)(C) of the Code and the regulations issued thereunder and which are designated as Qualified Nonelective Contributions for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions shall be nonforfeitable when made and are distributable only in accordance with the distribution and withdrawal provisions that are applicable to Pre-Tax Savings and Roth Savings contributions under the Plan; provided, however, that Qualified Nonelective Contributions may not be withdrawn on account of financial hardship. If any Qualified Nonelective Contributions are made, the Employer shall keep such records as necessary to reflect the amount of such contributions made for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions may be treated as elective contributions only if the nondiscrimination and plan aggregation conditions described in Treas. Reg. §1.401(k)-2(a)(6) and any other guidance issued thereunder are satisfied.

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(N-056) Appendix III - Participating Employers

Appendix III

PARTICIPATING EMPLOYERS

The following subsidiaries and affiliates of FCA US LLC have adopted the Plan and become participating employers under the Plan pursuant to the approval of the Committee:

1. FCA International Operations LLC
2. Chrysler Group International Services LLC
3. FCA Realty LLC
4. FCA Transport LLC
5. Global Engine Manufacturing Alliance LLC

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(N-057) Appendix IV - Special Provisions Regarding Transferor Plans

Appendix IV

SPECIAL PROVISIONS REGARDING TRANSFEROR PLANS

1. Effective December 31, 2008, all participants in the Global Engine Manufacturing Alliance LLC Hourly Deferred Pay Plan (the "GEMA HDPP") shall become Participants in this Plan, and all assets in the GEMA HDPP shall be transferred to this Plan, and allocated to the Accounts of such Participants.
2. Effective January 1, 2016, all salaried bargaining unit employees represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) participating in the FCA US LLC Salaried Employees' Savings Plan ("SESP") shall become Participants in this Plan, and all assets in such individuals' accounts in the SESP shall be transferred to this Plan, and allocated to the Accounts of such Participants.
3. All optional forms of distribution of benefits available to participants under the GEMA HDPP and the SESP shall continue to be available with respect to the assets transferred to such participants' Accounts under this Plan.
4. The Employee Benefits Committee is authorized to take all necessary actions to facilitate the integration of the GEMA HDPP and the transferred assets of the SESP into this Plan, including the protection of any benefits required to be protected under Code section 411(d)(6) (including the timing and form of such benefits).

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(N-058) Appendix V - Special Provisions Applicable to Certain UAW-Represented Employees

Appendix V

SPECIAL PROVISIONS APPLICABLE TO CERTAIN UAW-REPRESENTED EMPLOYEES

Notwithstanding any other provision of the Plan to the contrary, the provisions of the Supplemental Agreement, Exhibit G of the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "Supplemental Agreement") shall apply to those certain eligible Employees, as designated therein. The Supplemental Agreement is hereby incorporated by reference into the Plan. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

Notwithstanding the foregoing, the terms of Supplemental Agreement, Exhibit G of the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between Chrysler Group LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "2011 Supplemental Agreement") shall continue to apply to any Company Contributions made to the Plan pursuant to the 2011 Supplemental Agreement. In no event will an Employee receive Company Contributions under the Supplemental Agreement and the 2011 Supplemental Agreement for the same period of service.

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Pension Plan



Pension

(004) Applicability of Pension Plan and Benefits for Retirement under Prior Pension Plan

A. Except as provided in B. below, the provisions of this Pension Plan are applicable only to employees who have seniority on or after October 1, 2011¹⁵ and who retire or lose seniority on or after that date and to the eligible surviving spouses of such employees, and the provisions of the Prior Pension Plan (as defined in Section (29) below) shall not be applicable to them after such date. However, all references in Section (1), (2), (3), (19) and (23) of this Pension Plan to pensions, supplemental allowances and special age 65 benefits shall include those payable under the Prior Pension Plan as well as under this Pension Plan.

The provisions of the Prior Pension Plan shall continue to be applicable on and after October 1, 2011¹⁵ to all employees who retired or lost their seniority prior to such date (and who after that date if retired on a permanent total disability pension prior to such date do not cease to be permanently and totally disabled) and to the eligible surviving spouses of such employees.

B. Employees retired prior to September 1, 2011¹⁵ under the Prior Pension Plan or eligible surviving spouses of such employees, shall have their benefits, if any, determined in accordance with the Prior Pension Plan, except that:

1. The monthly basic pension payment for each such retired employee or surviving spouse shall be as provided in Appendix B.

2. The monthly temporary pension payment for each such retired employee with benefits commencing prior to October 1, 2011¹⁵ entitled to receive the temporary pension under Section (7) or (8) of the Prior Pension Plan would be as follows:

	Temporary	
	Pension	Monthly
Date of Employee's Retirement	Benefit Rate	Maximum
On or after September 1, 1961 And before September 1, 1964	15.90	397.50
On or after September 1, 1964	16.40	410.00

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And before September 7, 1967

On and after September 7, 1967 And before September 15, 1970	16.65	416.25
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On and after September 15, 1970 And before March 1, 1974	17.15	428.75
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On and after March 1, 1974 And before October 1, 1976	18.15	453.75
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On or after October 1, 1976 And before October 1, 1978	18.65	466.25
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On or after October 1, 1978 And before September 15, 1979	19.65	491.25
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On or after September 15, 1979 And before October 1, 1980	20.65	516.25
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On or after October 1, 1980 And before October 1, 1981	21.65	541.25
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On and after October 1, 1981 and before August 15, 1983	22.65	566.25
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On and after August 15, 1983 and before October 1, 1985	22.65	679.50
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On and after October 1, 1985 and before October 1, 1986	23.65	709.50
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On and after October 1, 1986 and before October 1, 1987	24.65	739.50
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On and after October 1, 1987 and before September 1, 1988	24.85	745.50
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On and after September 1, 1988 and before September 1, 1989	25.95	778.50
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On and after September 1, 1989 and before September 1, 1990	27.05	811.50
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On and after September 1, 1990 and before September 1, 1991	29.40	882.00
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On and after September 1, 1991 and before September 1, 1992	31.60	948.00
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On and after September 1, 1992		
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and before September 1, 1993	33.70	1,011.00
On and after September 1, 1993 and before September 1, 1994	34.40	1,032.00
On and after September 1, 1994 and before September 1, 1995	35.35	1,060.50
On and after September 1, 1995 and before September 1, 1996	36.50	1,095.00
On and after September 1, 1996 and before September 1, 1997	36.75	1,102.50
On or after September 1, 1997 and before September 1, 1998	38.00	1,140.00
On and after September 1, 1998 and before September 1, 1999	39.65	1,189.50
On and after September 1, 1999 and before September 1, 2000	39.85	1,195.50
On and after September 1, 2000 and before September 1, 2001	41.45	1,243.50
On or after September 1, 2001 and before September 1, 2002	43.35	1,300.50
On or after September 1, 2002 and before September 1, 2003	45.45	1,363.50
On or after September 1, 2003 and before September 1, 2004	46.75	1,402.50
On or after September 1, 2004 and before September 1, 2005	48.05	1,441.50
On or after September 1, 2005 and before September 1, 2006	49.50	1,485.00
On or after September 1, 2006 and before September 1, 2007	50.80	1,524.00
On or after September 1, 2007 and before September 1, 2008	50.80	1,524.00
On or after September 1, 2008 And before September 1, 2009	51.00	1,530.00
On or after September 1, 2009		

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And before September 1, 2010	51.20	1,536.00
On or after September 1, 2010		
And before September 1, 2011	51.40	1,542.00
On or after September 1, 2011	51.40	1,542.00

3. An employee who retired under Section (7) of this Plan at his option after attaining age 55 with less than 30 years of credited service shall receive, for months commencing on and after October 1, 2011~~15~~ an interim supplement as follows:

Age at Retirement	Monthly Amount* Per Year of Credited Service commencing October 1, 2011 15
55	\$22.60
56	\$26.70
57	\$32.25
58	\$37.80
59	\$42.20
60 & 61	\$48.85

*Prorated for intermediate ages computed to the nearest whole month.

4. (i) Any retired employee age 65 years or older who is receiving monthly pension benefits which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan, or

(ii) any eligible Surviving Spouse who is receiving pension benefits which commenced prior to September 15, 1979 under the applicable section of the Prior Pension Plan who is age 65 or older, or who is under age 65 if enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions (excluding the eligible surviving spouse of a former employee who was receiving a monthly deferred vested pension under the applicable section of the Prior Pension Plan) or

(iii) any retired employee who has not attained age 65 who is receiving a monthly pension which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan and who is enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions,

shall, subject to Clauses 2. and 3. below, receive a monthly special age 65 benefit equal to the lesser of \$76.20 or the Medicare Part B premium for each month commencing on or after January 1, 2004, in addition to the monthly pension, but in no event shall payment of such special age 65 benefit under (i) or (ii) above (except in the case of an eligible surviving spouse described in (ii) above who is under age 65 and enrolled in such voluntary Medicare coverage) commence prior to the first day of the month following the month during which age 65 is attained and in no event shall payment of such special age 65 benefit continue under (iii) above, or to an eligible surviving spouse described in (ii) above who is under age 65 and enrolled in such voluntary Medicare coverage, after the month during which age 65 is attained or after any earlier date on which such person

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ceases to be enrolled in such voluntary Medicare coverage and in no event shall a special age 65 benefit payable before attaining age 65 commence before the employee or surviving spouse makes application therefore; provided however, that with respect to an otherwise eligible individual under age 65, payment shall commence with the first month of enrollment; and provided further however, that not more than one such payment shall be made to any individual for any one month; and provided further that in no event shall any special age 65 benefit be payable to an eligible surviving spouse whose benefits did not commence prior to January 1, 1980.

5. Effective January 1, 1991, the special age 65 benefit payable to an individual who is not enrolled in Medicare Part B as of October 1, 1990 but who was receiving a special age 65 benefit, will be limited to \$28.00 per month. Such an individual will become entitled to the schedule of payments in Clause 1. above, upon proof of enrollment in Medicare Part B. Thereafter, continued receipt of a special age 65 benefit will be contingent on maintenance of Medicare Part B enrollment.

6. For an individual enrolled in Medicare Part B as of October 1, 1990 or who first becomes eligible for Medicare Part B on or after October 1, 1990, receipt of a special age 65 benefit on and after January 1, 1991 is contingent upon continued enrollment in Medicare Part B.

7. The monthly pension payment payable to the surviving spouse of a retired employee who elected a Special Survivorship Option and who dies after such election becomes effective, shall be an amount equal to \$14.10 for each year of credited service such employee had at the date of his retirement for any month commencing on or after October 1, 2011.

8. Monthly benefits payable on and after October 1, 2011 shall not be limited by the 70% limitation set forth in Section (10)F. of the Prior Pension Plan.

9. Effective October 1, 1999, the monthly pension payable to the otherwise eligible surviving spouse of an employee who:

(i) retired prior to September 1, 1964 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9) (C), or lost seniority prior to September 1, 1964 and was eligible for Deferred Pension Benefits) shall be increased from 50% to 55% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.

(ii) retired on or after September 1, 1964 and before November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after September 1, 1964 and before November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 55% to 60% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.

(iii) retired on or after November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 60% to 65% of the reduced

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monthly basic pension that was, or would have been payable after age 65, to the retired employee.

C. A retired employee or former employee who has commenced receiving deferred pension benefits under the Prior Pension Plan and who is re-employed by the Company shall continue to receive during such re-employment, any monthly basic pension, temporary pension or special age 65 benefit to which he might be otherwise entitled, but not a supplemental allowance.

D. A retired employee who is entitled to receive a supplemental allowance or temporary pension will receive such benefit, if otherwise eligible, through the month in which he attains age 62 and one month.

E. A retired employee whose basic monthly benefit would otherwise have been recomputed without any reduction for his pension commencing before age 62 shall have his basic monthly pension recomputed without any reduction for benefits payable in months after the month in which he attains age 62 and one month.

F. Notwithstanding any provision of this Pension Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Sections 401(a) (37) and 414(u) of the Code. In the event that a participant dies on or after January 1, 2007 while performing qualified military service, any death benefit or preretirement survivor benefit payable with respect to the participant shall be determined (other than with respect to benefit accruals relating to the period of qualified military service) as if the participant resumed employment on the date immediately prior to his or her death and then terminated employment on account of death.

G. Funding Based Limits on Benefits and Benefits Accruals

~~The Pension Plan shall at times comply with Code Section 436 and regulations and other guidance thereunder.~~

1. Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section (4)(G)(1)(ii) below) but is not less than 60 percent, then the limitations set forth in this Section (4)(G)(1) apply.

(i) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(a) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(b) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

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The limitation set forth in this Section (4)(G)(1)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirements of this Section (4)(G)(1)(i), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations). The Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/PBGC maximum benefit guarantee amount limitation described in this Section (4)(G)(1)(i), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(a) Less than 80 percent; or

(b) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section (4)(G)(1)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

2. Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section (4)(G)(2)(ii) below), then the limitations in this Section (4)(G)(2) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section (4)(G)(2)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

(a) Less than 60 percent; or

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(b) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.

(iii) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section (4)(G)(2)(iii), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

3. Limitations Applicable If the Plan Sponsor Is In Bankruptcy. Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Company is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Company is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section (4)(G)(3) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the participant.

4. Provisions Applicable After Limitations Cease to Apply.

(i) Resumption of Prohibited Payments. If a limitation on prohibited payments under Section (4)(G)(1)(i), Section (4)(G)(2)(i), or Section (4)(G)(3) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.

(ii) Resumption of Benefit Accruals. If a limitation on benefit accruals under Section (4)(G)(2)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor Regulation Section 2530.204-2(c) and (d).

(iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section (4)(G)(2)(ii), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(B) of the Treasury Regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section (4)(G)(2)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in

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accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.

(iv) Treatment of Plan Amendments That Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section (4)(G)(1)(ii) or Section (4)(G)(2)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

5. Notice Requirement. See Section 101(j) of ERISA for rules requiring the plan administrator of a single employer defined benefit pension plan to provide a written notice to participants and beneficiaries within 30 days after certain specified dates if the Plan has become subject to a limitation described in Section (4)(G)(1)(i), Section (4)(G)(2), or Section (4)(G)(3).

6. Methods to Avoid or Terminate Benefit Limitations. See Code Sections 436(b)(2), (c)(2), (e)(2), and (f) and Section 1.436-1(f) of the Treasury Regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections (4)(G)(1) through (3) for a Plan Year. In general, the methods the Company may use to avoid or terminate one or more of the benefit limitations under Sections (4)(G)(1) through (3) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

7. Special Rules.

(i) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

(a) In General. Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under Section (4)(G)(1) through Section (4)(G)(3) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Sections (4)(G)(7)(i)(b) through (d).

(b) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section (4)(G)(1), Section (4)(G)(2), or Section (4)(G)(3) applied to the

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Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section (4)(G)(7)(i)(c) or Section (4)(G)(7)(i)(d) applies to the Plan:

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(2) The first day of the current Plan Year is a section 436 measurement date.

(c) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section (4)(G)(7)(i)(d) applies to the Plan:

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(2) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

(d) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and

(2) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

(ii) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

(a) First 5 Plan Years. The limitations in Section (4)(G)(1)(ii), Section (4)(G)(2)(ii), and Section (4)(G)(2)(iii) do not apply to a new plan for the first 5 Plan Years of the plan, determined under the rules of Code Section 436(i) and Section 1.436-1(a)(3)(i) of the Treasury Regulations.

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(b) Plan Termination. The limitations on prohibited payments in Section (4)(G)(1)(i), Section (4)(G)(2)(i), and Section (4)(G)(3) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section (4)(G) of the Plan do not cease to apply as a result of termination of the Plan.

(c) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans. The limitations on prohibited payments set forth in Section (4)(G)(1)(i), Section (4)(G)(2)(i), and Section (4)(G)(3) do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any participants. This Section (4)(G)(7)(ii)(c) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.

(d) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section (4)(G)(7)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section (4)(G)(1)(ii) and Section (4)(G)(2)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

(iii) Special Rules Under PRA 2010.

(a) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under Section (4)(G)(1)(i) or Section (4)(G)(2)(i) apply to payments under a social security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury Regulations or other published guidance thereunder issued by the Internal Revenue Service.

(b) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Section (4)(G)(2)(iii) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under Section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

(iv) Interpretation of Provisions. The limitations imposed by this Section (4)(G) of the Plan shall be interpreted and administered in accordance with Code Section 436 and Section 1.436-1 of the Treasury Regulations.

8. Definitions. The definitions in the following Treasury Regulations apply for purposes of this Section (4)(G): Section 1.436-1(j)(1) defining adjusted funding target attainment percentage; Section 1.436-1(j)(2) defining annuity starting date; Section 1.436-1(j)(6) defining prohibited payment; Section 1.436-1(j)(8) defining section 436 measurement date; and Section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

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Pension

(008) Permanent Total Disability Retirement

The pension of an employee who

(i) is permanently and totally disabled and became such after the effective date, and

(ii) retires before age 65 with 10 years or more of credited service, shall be

(a) a monthly basic pension payment equal to the amount that is assigned to the Benefit Class Code that is applicable to him as provided in Appendix B to this Pension Plan, for each year of credited service that he had at the date he makes application, and

(b) the monthly amount that is applicable to him as provided in Appendix D to this Pension Plan for each year of credited service that he had at the date of his retirement (which portion of his pension, as well as the portion described in Section (7) B.2 above, is referred to hereinafter in this Pension Plan as the "temporary pension"); and provided, however, that in either such case, the temporary pension shall not be payable to him for any month for which he would be entitled to receive Social Security Benefits; provided further, however, a temporary pension shall not be payable for any month commencing after he attains age 62 and one month.

Such pension payments shall continue while he shall be permanently and totally disabled until he shall reach age 65, but no longer. If his permanent and total disability shall continue until he shall reach age 65, he shall be deemed to have retired at age 65 under Section (5) of this Pension Plan with the same credited service used in calculating his permanent total disability pension.

Notwithstanding the provisions of Section (14) of this Pension Plan, the monthly pension for permanent total disability payable from the Pension Fund shall begin as of the first day of the month after

(i) the date on which the retiring employee in his application for pension elects to retire, and

(ii) at least five consecutive months shall have elapsed since the date upon which his total disability commenced, *CRS 9/16/15*

and such monthly pension shall be payable to him, if he then shall be living, on the first day of the month following the date on which the Board of Administration shall have

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found in the manner hereafter set forth that he is permanently and totally disabled and that his total disability has existed continuously for a period of five consecutive months or more; provided, however, if the retiring employee is receiving Extended Disability Benefits payable under the Life, Disability and Health Care Benefits Program applicable to employees covered by this Pension Plan and if such benefits are greater than the benefits that would be payable under this Plan, the monthly pension for permanent total disability payable from the Pension Fund shall begin as of the first day of the third month following the date the Pension Board of Administration receives the required medical verification of the retiring employee's disability. The intent is to avoid overpayments of Extended Disability Benefits and not to reduce or increase an employee's benefit entitlement under this Pension Plan. Notwithstanding the foregoing proviso, however, if the retiring employee shall die subsequent to the effective date indicated on the retirement application, such proviso shall not be applicable.

An employee shall be deemed to be permanently and totally disabled only if he is not engaged in regular employment or occupation for remuneration or profit (unless for purposes of rehabilitation or if necessary to avoid a reduction or termination of Worker's Compensation benefits under any state law) and the Board of Administration shall find, on the basis of medical evidence

(a) that he has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where he has seniority for remuneration or profit, and

(b) that his total disability will be permanent and continuous during the remainder of his life; provided, that no employee shall be deemed to be permanently and totally disabled for the purposes of this Pension Plan if his disability resulted from service in the armed forces of any country except that nothing herein shall prevent an employee from being deemed so disabled under this Pension Plan if he has accumulated at least 5 years of seniority after separation from service in the armed forces and before such incapacity occurs.

In any case where the Board of Administration is required to make a finding with respect to the permanent total disability of any employee applying for, or of any retired employee during, retirement for permanent total disability, the employee (which term in the remainder of this Section (8) shall be applicable to an employee retired for permanent total disability) first shall make application by submitting a form completed by their personal physician for his medical opinion whether the employee has been totally disabled, whether the employee's total disability has existed continuously for a period of at least five consecutive months and whether the employee's total disability will be permanent and continuous during the remainder of his life, and if requested by the Board of Administration, the employee shall be required to submit to an examination also by a physician located at the plant where the employee has seniority or in certain cases through a Plant Physician's Medical Record Review as determined by the Board of Administration. The employee shall be required to submit to such re-examinations as shall be necessary for the Board of Administration to determine whether he is permanently and totally disabled and, when relevant, whether the disability has existed continuously for a period of at least five consecutive months.

If the personal physician and the Plant Physician agree, the medical opinions of such physicians shall decide the question and shall be binding upon the Board of

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Administration which shall thereupon make its finding in accordance with such opinions. If such physicians shall disagree concerning whether the employee is permanently and totally disabled or on the duration of such disability, that question shall be submitted to a third physician appointed by the Board of Administration. The medical opinion of such third physician, after examining the employee and if necessary consulting with such other two physicians, shall decide the question and shall be binding upon the Board of Administration which shall thereupon make its finding in accordance with such opinion. The fees and expenses of such third physician shall be shared equally by the Company and the Union. An employee who shall refuse to submit to any physical examination requested under this Pension Plan shall not be retired or continued on retirement for permanent total disability.

Any employee who shall be receiving a pension for permanent total disability shall be required to submit to a disability examination in the manner set forth in this Section (8) at any time during his retirement for the purpose of determining his condition whenever such examination is requested by at least three members of the Board, but not more often than semi-annually except during the first year after the date on which he received his first pension payment for permanent total disability. If the Board shall find in the manner set forth in this Section (8) that he no longer is permanently and totally disabled, or if he engages in regular employment or occupation for remuneration or profit, except for purposes of rehabilitation as determined by the Board or employment necessary to avoid a reduction or elimination of Worker's Compensation benefits under state law, his pension for permanent total disability shall cease.

If the pension of an employee retired for permanent total disability under this Pension Plan or the Prior Pension Plan shall cease, and if his seniority is reinstated, he shall be credited with the credited service he had at the time as of which his pension for permanent total disability began and his service with the Company after the date he is re-employed shall be used in computing his credited service under Section (11) of this Pension Plan.

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(020) Pension Agreement Effective

The Pension Agreement and the amendments made to the Prior Pension Plan as reflected by the Pension Plan as set forth herein shall become effective ~~October~~XXXXX
42XX, 2014~~5~~ provided that the obligation to put into effect such amendments and to maintain this Pension Plan, as so amended, is subject to the requirement that

(i) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) notifies the Company, in writing, that the new collective bargaining agreements referred to at the beginning of the Pension Agreement have been duly ratified, and

(ii) approval of this Pension Plan as amended herein and of the trust established in connection therewith by the Internal Revenue Service as a qualified plan and trust

(a) qualifying under Section 401(a) and exempt from taxation under Section 501(a) of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted) and

(b) entitling the Company to deduction for contributions under Section 404 of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted), is obtained prior to putting such amendments into effect and is maintained continuously thereafter.

The Company will submit this Pension Plan as amended to the Internal Revenue Service as legally required in accordance with the Internal Revenue Code. ~~for such approval promptly.~~

In the event that any revision of this Pension Plan is necessary to obtain and maintain such approval, the Company is authorized with the consent of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), to make the necessary revisions, adhering as closely as possible to the intent of the Company and the Union as expressed in this Pension Plan.

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FCA CHRYSLER UAW AGREEMENTS

Pension

(029) Definitions

A. Except where the context otherwise requires, the term "employees" means employees of the Company within the collective bargaining unit or units represented by the Local Unions which are or become parties to the Pension Agreement, and shall not include:

(i) Retired employees. The term "retired employees" shall not include former employees entitled to a deferred pension upon compliance with all the conditions of Section (6) of this Pension Plan.

(ii) Non-skilled classified employees hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Entry Level Wage & Benefit Agreement between Chrysler LLC and the UAW and any successor agreement thereto.

(iii) Salaried bargaining unit employees hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010.

(iv) Skilled trade classified employees hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Group LLC Employees hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.

(v) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after ~~October 12, 2011~~ the effective date as specified in the agreement referenced in Letter 33 of this Pension Agreement.

(vi) All employees whose employment becomes subject to the Engineering, Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

(a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or

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(b) Skilled trade classified employees hired or rehired on or after
October 12, 2011, or

(c) Global Engine Manufacturing Alliance (GEMA) employees hired
or rehired on or after October 12, 2011, or

(d) Non-represented employees regardless of date of hire.

For purposes of the above paragraphs (ii), (iii), (iv), ~~and (v)~~, and (vi) the term 'rehired' shall mean reemployment by the Company of an employee who previously lost seniority because of a quit, discharge, retirement or other termination, except for rehire pursuant to Section (49)(g) and (h) of the Production, Maintenance and Parts Agreement between ~~Chrysler Group~~ FCA US LLC and the UAW dated ~~October 12, 2011~~ XXXX XX, 2015.

B. Wherever used in this Pension Plan, "qualified actuary" or "the Actuary" means an independent individual actuary selected by the Company who is enrolled with the Joint Board for the Enrollment of Actuaries and is a Fellow or Associate of the Society of Actuaries or a Member of the American Academy of Actuaries, or a firm of independent actuaries selected by the Company, one of whose members is such a Fellow, Associate or Member.

C. For all purposes of this Pension Plan including, but not limited to, the computation of the cost of pensions and the computation of credited service, the term "the effective date" shall mean,

(a) September 1, 1950, in the case of employees covered by this Pension Plan who between December 30, 1953, and June 1, 1954, inclusive, became employed or were treated as having become employed by the Company and whose seniority rights for service with Briggs Manufacturing Company or Briggs Indiana Corporation were preserved pursuant to agreement between the Company and the Union dated January 8, 1954,

(b) December 1, 1955, in the case of employees covered by this Pension Plan who on August 31, 1961, were covered by the Pension Plan incorporated by reference as Exhibit A in the collective bargaining agreement dated December 23, 1958, between American Foundry Company, Inc., and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-AFL-CIO) and its affiliated Local Union No. 550 (which Pension Plan was adopted by Company as of the close of business December 31, 1959, and is herein called the American Foundry Pension Plan),

(c) January 7, 1954, in the case of employees covered by this Pension Plan who on August 31, 1964, were covered by the Supplemental Agreement between Company and Marine Midland Trust Company of Central New York, as Trustee, dated as of September 1, 1961, amending the Pension Agreement dated as of January 7, 1954, between New Process Gear Corporation and Marine Midland Trust Company of Central New York, as Trustee, as such Pension Agreement was thereafter amended (which Pension Agreement as amended is herein called the New Process Gear Pension Plan),

(d) August 1, 1950, in the case of employees covered by this Pension Plan who became employed by the Company as of July 1, 1965, and whose seniority dates with DeLuxe Die Works, Inc. were preserved for certain purposes as provided in an agreement between the Company, the Union and its Local Union No. 155 dated May 24, 1965,

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(e) September 1, 1950, in the case of employees covered by this Pension Plan who on November 9, 1967, were covered by the Pension Plan incorporated by reference as Exhibit A in the collective bargaining agreement dated October 15, 1964, between Company for its Detroit Universal Division and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and UAW Local Union No. 174 (which Pension Plan is herein called the Detroit Universal Division Pension Plan),

(f) July 1, 1950, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the Hourly-Rate Employees Pension Plan incorporated by reference as Exhibit A in the Supplemental Agreement dated December 8, 1964, between the King-Seeley Division of the King-Seeley Thermos Co. and the Union and its affiliated Local Union No. 630 (herein called the King-Seely Hourly Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and Union dated March 22, 1968,

(g) April 22, 1964, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the King-Seeley Division of King-Seeley Thermos Co. Salaried Employees Pension Plan created pursuant to a Supplemental Agreement incorporated by reference in Section 7 of Article XI of the collective bargaining agreement dated April 22, 1964, between the King-Seeley Division of King-Seeley Thermos Co. and the Union and the King-Seeley Division Unit of its affiliated Local Union No. 889 (herein called the King-Seeley Clerical Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and the Union dated March 22, 1968, and

(h) January 1, 1951, in the case of employees covered by this Pension Plan who on September 14, 1973, were covered by the Pension Plan incorporated in the National Bargaining Agreement dated August 24, 1971 between Eltra Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Chrysler Casting Corporation being substituted as the employer in said National Bargaining Agreement with respect to certain of the production unit employees of the Fostoria, Ohio Foundry Plant pursuant to an agreement Chrysler Casting Corporation executed with said International Union and its Local No. 446 on January 11, 1973 (which Pension Plan is herein called the Chrysler Casting Pension Plan), and

(i) August 1, 1950, in the case of all other employees covered in this Pension Plan.

D. "Actuarial Value" shall mean, to the extent required by Code Section 417(e), the amount determined using the mortality table described in Code Section 417(e)(3) and the regulations, rulings and other guidance issued thereunder, unless otherwise specifically provided herein, and the interest rate described in Code Section 417(e)(3) for the month of October immediately preceding the year of the determination date.

E. "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as amended.

F. Where used in Section (10) of this Pension Plan, "base hourly rate" means the higher of:

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(a) the employee's highest straight-time rate of record during the last 13 consecutive pay periods ending with the pay period which includes his last day worked, or

(b) for an employee who worked on incentive or piece work in at least 4 pay periods during such 13 consecutive pay periods, the employee's average earned straight-time hourly rate for the last 4 (or, if higher, for the first 4) of such 13 consecutive pay periods for which he had any incentive earnings (such average earned straight-time hourly rate to be computed by dividing the employee's total straight-time hourly earnings, excluding any premiums, for all hours worked during the applicable 4 pay periods by the sum of the total number of straight-time hours worked during such pay periods); provided, however, that if he worked in less than 4 of such 13 consecutive pay periods and had incentive or piece work in each pay period worked, his average earned straight-time hourly rate shall be used for the pay periods he worked.

G. Where used in Section (10) of this Pension Plan, "base weekly salary" means the employee's highest weekly salary of record during the last 13 consecutive weeks ending with the week which includes his last day worked.

H. "Prior Pension Plan" means the Pension Agreement dated October ~~29~~12, ~~2007~~2011 between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

I. "Retirement Equity Act" means the Retirement Equity Act of 1984.

J. "Social Security Benefits" means old age benefits unreduced because of age, or disability benefits payable upon complying with the Federal Social Security Act or under any future Federal legislation amending, superseding, supplementing or incorporating the Federal Social Security Act.

K. The "Company" means ~~Chrysler Group~~FCA US LLC. Solely for purposes of the following sections and/or paragraphs, references in this Pension Plan to "~~Chrysler Group~~FCA US LLC" or the "Company" shall include, as applicable "Chrysler Group LLC", "Chrysler LLC", "Chrysler", "Chrysler Corporation", "DaimlerChrysler", and "DaimlerChrysler Corporation":

- (i) Sections (4), (6), (7), (9) through (16), (27) and (32);
- (ii) The last paragraph of Section (8)
- (iii) Paragraphs A, C and H of Section (29)

L. In the absence of any express reference to the contrary, masculine pronouns refer to both male and female.

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FIAT CHRYSLER AUTOMOBILES

Pension

(031) APPENDIX A

FOR HOURLY RATED EMPLOYEES

A Benefit Class Code for the sole purpose of Sections (5), (6), (7) and (8) of this Pension Plan is established for each job classification that is in effect on ~~October 12, 2011~~ September XX, 2015 based on the maximum base hourly rate (which term as used herein shall include incentive earnings unless otherwise noted) applicable to the job classification on that date, as follows:

<u>For Job Classifications Having a Maximum Base Hourly Rate</u>		<u>Benefit Class Code</u>
October 12, 2011 and after <u>September XX, 2015</u> through <u>September 10, 2017</u>	\$28.10 <u>28.94</u> or less 28.11 <u>28.95</u> through 28.40 <u>29.25</u> 28.41 <u>29.26</u> through 29.79 <u>30.68</u> 29.80 <u>30.69</u> and over	A <u>B</u> C <u>D</u>
September 11, 2017 <u>and after</u>	\$29.81 or less 29.82 through 30.13 30.14 through 31.60 31.61 and over	A <u>B</u> C <u>D</u>

~~For purposes of determining the Benefit Class Codes for this Pension Agreement dated October 12, 2011, the base hourly rates referenced in Appendix A of the Prior Pension Plan shall be adjusted to reflect any general wage increase that may occur during the Term of this Pension Agreement dated October 12, 2011. It is the intent that the above base hourly rates include any such adjustment.~~

The Benefit Class Code applicable to an employee is the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding his last day worked.

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The Benefit Class Code established pursuant to this Pension Plan for any new job classification shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect, and further, that with respect to a job classification that is obsolete on the date as of which an employee retires or loses his seniority, a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of his accrued pension benefit on the date of such transfer to such job.

FOR SALARIED EMPLOYEES

A Benefit Class Code for the sole purpose of Sections (5), (6), (7) and (8) of this Pension Plan is established for each salary grade as follows:

<u>Salary Grade</u>	<u>Benefit Class Code</u>
1 and 2	A
3	B
4	C
5 and over	D

Each ungraded class will have the same Benefit Class Code as the salary grade having a maximum weekly base salary equal to or in excess of but which most closely approximates the maximum weekly base salary of the ungraded class. The Benefit Class Code applicable to an employee is the Benefit Class Code for the salary grade or the ungraded class of the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding his last day worked.

The Benefit Class Code established for each salary grade or ungraded class shall continue in effect without change throughout the term of this Pension Plan.

In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of his accrued pension benefit on the date of such transfer to such job.

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FEDERAL CREDIT ADMINISTRATION

Pension

(032) APPENDIX B

THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF SECTION (4) SHALL BE AS FOLLOWS:

Monthly Basic Pension Rates* Payable For Months Commencing

<u>Date of Retirement</u>	<u>Benefit Class Code</u>	<u>October 1, 2011 and after</u>
Prior to October 1, 1984	N/A	\$28.50
October 1, 1984 Through September 30, 1985	A	29.50
	B	29.75
	C	30.00
	D	30.25
October 1, 1985 Through September 30, 1986	A	29.60
	B	29.85
	C	30.10
	D	30.35
October 1, 1986 Through September 30, 1987	A	29.70
	B	29.95
	C	30.20
	D	30.45
October 1, 1987 Through August 31, 1988	A	32.70
	B	32.95
	C	33.20
	D	33.45
September 1, 1988 Through August 31, 1989	A	32.80
	B	33.05
	C	33.30
	D	33.55
September 1, 1989 Through August 31, 1990	A	32.90
	B	33.15
	C	33.40
	D	33.65

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<u>Date of Retirement</u>	<u>Benefit Class Code</u>	<u>October 1, 2011 and after</u>
September 1, 1990 Through August 31, 1993	A	36.10
	B	36.35
	C	36.60
	D	36.85
September 1, 1993 Through August 31, 1996	A	39.10
	B	39.35
	C	39.60
	D	39.85
September 1, 1996 Through August 31, 1999	A	42.50
	B	42.75
	C	43.00
	D	43.25
September 1, 1999 Through August 31, 2003	A	48.70
	B	48.95
	C	49.20
	D	49.45
September 1, 2003 Through August 31, 2007	A	52.90
	B	53.15
	C	53.40
	D	53.65
<u>September 1, 2007</u> <u>Through August 31, 2011</u>	<u>A</u>	<u>53.55</u>
	<u>B</u>	<u>53.80</u>
	<u>C</u>	<u>54.05</u>
	<u>D</u>	<u>54.30</u>

* The above rates are applicable to retirees with Dates of Retirement prior to September 1, ~~2007~~2011 who have no Life and Disability Benefits Program overpayment balance due to the Company. For those retirees with an overpayment balance under the Life and Disability Benefits Program, the applicable amount above shall be reduced by \$1.00 for each month of credited service until the overpayment balance has been reduced to zero (\$0.00). Any such reduction shall not serve to increase any benefit otherwise payable. When the overpayment balance under the Life and Disability Benefits Program has been reduced to zero (\$0.00), the retired employee's monthly rate will be increased to the applicable rate above with no retroactive effect.

THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF SECTIONS (5), (7) AND (8) SHALL BE AS FOLLOWS:

For Benefit Commencement Dates on or after October 1, 2007 and no Benefit Overpayment Recovery under the Life and Disability Benefits Program during the 2007 Agreement and Payments Effective:

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Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1-2010 and after*
A	\$52.90	\$53.10	\$53.30	\$53.55
B	53.15	53.35	53.55	53.80
C	53.40	53.60	53.80	54.05
D	53.65	53.85	54.05	54.30

* including October 1, 2011 and later

For Benefit Commencement Dates on or after October 1, 2007 with a Benefit Overpayment under the Life and Disability Benefits Program at Benefit Commencement and Payments Effective:

Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1- 2010 and after*
A	\$51.90	\$52.00	\$52.10	\$52.25
B	52.15	52.25	52.35	52.50
C	52.40	52.50	52.60	52.75
D	52.65	52.75	52.85	53.00

*including October 1, 2011 and later

For Benefit Commencement Dates between October 1, 2007 and September 1, 2008 with the Recovery of a Benefit Overpayment under the Life and Disability Benefits Program beginning October 1, 2008 Payments Effective:

Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1-2010 and after*
A	\$52.90	\$53.00	\$53.10	\$53.25
B	53.15	53.25	53.35	53.50

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Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1-2010 and after*
C	53.40	53.50	53.60	53.75
D	53.65	53.75	53.85	54.00

* including October 1, 2011 and later

**For Benefit Commencement Dates between October 1, 2007 and September 1, 2009
with the Recovery of a Benefit Overpayment under the Life and Disability Benefits
Program beginning October 1, 2009 Payments Effective:**

Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1-2010 and after*
A	\$52.90	\$53.10	\$53.20	\$53.35
B	53.15	53.35	53.45	53.60
C	53.40	53.60	53.70	53.85
D	53.65	53.85	53.95	54.10

* including October 1, 2011 and later

**For Benefit Commencement Dates between October 1, 2007 and September 1, 2010
with the Recovery of a Benefit Overpayment under the Life and Disability Benefits
Program beginning October 1, 2010 Payments Effective:**

Benefit Class Code	10-1-2007 to 9-30-2008	10-1-2008 to 9-30-2009	10-1-2009 to 9-30-2010	10-1-2010 and after*
A	\$52.90	\$53.10	\$53.30	\$53.45
B	53.15	53.35	53.55	53.70
C	53.40	53.60	53.80	53.95
D	53.65	53.85	54.05	54.20

* including October 1, 2011 and later

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(041) SCHEDULE I

1. Jefferson North Assembly--Local 7, 889-Unit 3 & 412--Unit 2
2. Warren Truck Assembly--Local 140, 889-Unit 1 & 412--Unit 17
3. Chrysler Center--Power House--Local 412
4. Kokomo Transmission--Local 685 & 1302--Unit 1 & Unit 3
5. Warren Stamping--Local 869, 889-Unit 8 & 412--Unit 18
6. Chrysler Headquarters and Tech Center--Departments 1654, 1655 & 2980--
Local 412 Unit 14
7. Kokomo Casting--Local 1166 & 1302--Unit 4 & Unit 3
8. ~~Chrysler Group~~ FCA Transport, Inc. LLC--Local 212
9. Mt. Elliott Tool & Die Manufacturing--Local 212
10. Marysville Axle--Local 961, 889-Unit 15, 412-Unit 21
11. ~~Trenton South Engine Plant~~ Engine Complex--Local 372, 889-Unit 7, 412-Unit 25
12. Sterling Stamping--Local 1264, 889 --Unit 9 & 412--Unit 7
13. Belvidere Assembly--Local 1268 & 1761
14. Toledo Machining--Local 1435, Local 1435-Unit 4 and Unit 3
15. Sterling Heights Assembly--Local 1700, 889-Unit 14 & 412--Unit 51
16. Chrysler Technology Center--Local 889-Unit 2
17. ~~Chrysler Service Contracts Center~~ Mopar Vehicle Protection--Local 889-Unit 4
18. Center Line Parts--Local 1248 & 889-Unit 10
19. Boston Parts--Local 422
20. New York Parts--Local 3039 & 260

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21. Denver Parts--Local 186
22. Los Angeles Parts--Local 230
23. Chicago Parts--Local 1178
24. Cleveland Parts--Local 573
25. Portland Parts--Local 492
26. Dallas Parts Depot--Local 2360
27. Orlando Parts--Local 1649
28. Marysville Parts--Local 375 & 889-Unit 11
29. Minneapolis Parts--Local 125
30. Milwaukee PDCarts--Local 75
31. Atlanta Parts--Local 868
32. International Supply Operations--Local 889-Unit 12
33. Detroit Area Nurses--Local 412--Unit 57
34. Product Planning and Development--Local 412--Unit 1
35. Product Planning and Development--Local 412--Unit 10
36. Product Planning and Development--Local 412--Unit 11
37. Product Planning and Development--Local 412--Unit 14
38. Automotive Sales Group--Local 412--Unit 32
39. Chelsea Proving Grounds--Local 1284
40. Arizona Proving Grounds--Local 509
41. Advanced Powertrain Manufacturing Eng.--Local 412--Unit 5325
42. Parts Division--Local 412--Unit 23
43. Indiana Transmission Plant I--Local 685 & 1302 Units 1 & 3
44. Connor Avenue Assembly Plant--Local 212
45. Advanced Stamping Manufacturing Engineering--Local 212-Unit 77
46. Mack I Avenue Engine Plant - Local 51, 889-Unit 6, & 412-Unit 9
47. Mack II Avenue Engine Plant - Local 51, 889-Unit 6, & 412-Unit 9
48. Chrysler Pilot Operations - Local 212
49. Warren Parts - Local 1248

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- 50. Indiana Transmission Plant II--Local 685 & 1302 Units 1 & 3
- 51. ~~Global Engine Manufacturing Alliance, LLC (GEMA)~~Dundee Engine Plant - Local 723
- 52. Tipton Transmission Plant - Local 685 & 1302 Unit 1 & 3
- 53. Manufacturing Engineering - Local 212 Unit 77
- 54. Toledo Assembly Complex - Local 12

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2015 Cash Balance Plan

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FIAT CHRYSLER AUTOMOBILES

Pension

(042) Introduction - Cash Balance Plan

INTRODUCTION

Historical Information

The Chrysler Group LLC Cash Balance Plan (the "Plan") was established pursuant to the Agreement entered into between Chrysler Group LLC (hereinafter referred to as the "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and those of its Local Unions which are or become listed in Schedule I to this Plan (the said Local Unions and the International Union being hereinafter referred to collectively as the "Union").

This Plan originally was effective October 29, 2007 as set forth under Section II—Pensions, of Attachment A—Benefit Plans Agreement, of M-13—Memorandum of Understanding UAW-Chrysler Entry Level Wage & Benefit Agreement, from the 2007 Production, Maintenance and Parts Agreement Letters, Memoranda and Agreements. Pursuant to M-13, the Chrysler UAW Pension Plan (the "Pension Plan") was amended by the addition of Appendix K to the Pension Plan to provide for the specified benefits.

The Pension Plan, including Appendix K (the Cash Balance Plan) was submitted to the Internal Revenue Service (the "IRS") in February 2009 for an IRS determination letter. Subsequent to the IRS submission, a Memorandum of Understanding ("MOU") between the Company and the Union provided for the creation of a standalone Cash Balance Plan, which effectively spun off Appendix K from the Pension Plan, effective December 31, 2009. The MOU further provided for amendment of the standalone Cash Balance Plan to include, effective January 1, 2010, any Employee covered under the Jeep UAW Agreement and participating in the Jeep Cash Balance Plan as eligible to participate in this Plan, with credit for service for benefit accrual and vesting purposes retroactive to his seniority date.

The purpose of the Plan is to provide benefits to eligible Participants and death benefits following the death of certain Participants. The Plan calculates and provides benefits determined by reference to notional Cash Balance Accounts maintained on behalf of each Participant. The Plan is intended to satisfy the requirements of Section 401(a) of the Internal Revenue Code. The Plan is applicable to eligible Employees who are hired or rehired by the Company on or after October 29, 2007. Eligible Employees who become Participants shall accrue benefits for periods of employment following their date of hire or rehire solely under this Plan (to the extent provided under the Plan and any applicable

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collective bargaining agreements) and shall not be eligible to accrue benefits or additional benefits under any other defined benefit pension plan maintained by the Company.

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(043) Article I - Effective Date, Definitions and Construction

Article I
EFFECTIVE DATE, DEFINITIONS AND
CONSTRUCTION

Section 1 Effective Date

The effective date of this amended and restated Plan shall be October 12, 2011, except as herein otherwise expressly provided.

Section 2 Definitions

- (a) ~~Actuarial Equivalent~~ generally means a benefit of equivalent value when computed on the basis of the Applicable Mortality Table and the Applicable Interest Rate. The Actuarial Equivalent present value of a Participant's Cash Balance Accrued Benefit is equal to the balance of the Participant's Cash Balance Account as of the determination date.
- (b) ~~Age~~ means age attained in years and completed months.
- (c) ~~Annuity Starting Date~~ means the first day of the first period for which an amount is payable in any form.
- (d) ~~Applicable Interest Rate~~ means the rate of interest referenced in Code Section 417(e), as in effect from time to time, for the third full calendar month preceding the first day of the Plan Year.
- (e) ~~Applicable Mortality Table~~ means the mortality table referenced in Code Section 417(e), as in effect from time to time.
- (f) ~~Beneficiary~~ means the person or persons designated by the Participant in accordance with Article V Section 4(G)(iv) Designation of Beneficiary to receive payments under the Plan in the event of the Participant's death when the Participant does not have a Surviving Spouse.
- (g) ~~Cash Balance Account~~ means the notional account established under Article III Section 2 Cash Balance Account.
- (h) ~~Cash Balance Accrued Benefit~~ means, as of any date, the benefit earned by a Participant under the Plan as of that date, when computed in accordance with Article III Section 1 Cash Balance Accrued Benefit.
- (i) ~~Code~~ means the Internal Revenue Code of 1986 and any successor laws.
- (j) ~~Company~~ means Chrysler Group LLC, or any applicable predecessor or successor entity.
- (k) ~~Direct Rollover~~ means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

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~~(l) Distributee means~~

- ~~(i) a Participant;~~
- ~~(ii) a Surviving Spouse, or~~
- ~~(iii) a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).~~

~~A Distributee also includes a non-spouse Beneficiary, subject to the limitations set forth in the definition of "Eligible Retirement Plan."~~

~~(m) Effective Date means October 29, 2007.~~

~~(n) Eligible Retirement Plan means~~

- ~~(i) an individual retirement account described in Code Section 408(a);~~
- ~~(ii) an individual retirement annuity described in Code Section 408(b);~~
- ~~(iii) a Roth IRA described in Code Section 408A;~~
- ~~(iv) an annuity plan described in Code Section 403(a);~~
- ~~(v) an annuity contract described in Code Section 403(b);~~
- ~~(vi) an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from this Plan, or~~
- ~~(vii) a qualified plan as described in Code Section 401(a) that accepts the Distributee's Eligible Rollover Distribution.~~

~~In the case of an Eligible Rollover Distribution made on behalf of a non-spouse beneficiary, an Eligible Retirement Plan is limited to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) that is established for the purpose of receiving the distribution on behalf of such beneficiary.~~

~~(o) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of a Distributee, except the following:~~

- ~~(i) Any distribution that is one of a series of substantially equal period payments (paid not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and Distributee's designated beneficiary.~~
- ~~(ii) Any distribution that is one of a series of distributions paid to the Distributee and his designated beneficiary over a specified period of 10 years or more.~~
- ~~(iii) Any distribution to the extent such distribution is required under Code Section 401(a)(9).~~
- ~~(iv) The portion of the distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation for employer securities), except to the extent:~~

~~(1) such portion is transferred in a Direct Rollover to a qualified trust described in Code Sections 401(a) or 403(a) or an annuity contract described in Code Section 403(b) that provides for separate accounting for amounts so transferred (and earning thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible, or~~

~~(2) such portion is transferred to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b).~~

~~(p) Employee means a person who is reported on the payroll records of the Company as a United States common law employee paid either hourly or salary based and whose terms and~~

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conditions of employment are governed by a collective bargaining agreement in effect between the Company and the Union. An individual who is not reported by the Company on its United States payroll records as a common law employee, including but not limited to an individual classified by the Company as an independent contractor, is not eligible to participate in the Plan. In the event that an individual who is classified by the Company as an independent contractor or other non-employee status is subsequently reclassified by the Company as a common law employee whose terms and conditions of employment are governed by a collective bargaining agreement in effect between the Company and the Union, such reclassification will, for purposes of the Plan, apply on a prospective basis only from the date of such reclassification, regardless of the effective date of the reclassification for any other purpose.

— (q) **Employment Commencement Date** means the date on which an Employee first performs an hour of service within the meaning of Department of Labor Regulations Section 2530.200b-2(a)(1) for the Company.

— (r) **Expiration Date** means September 14, 2015.

— (s) **Jeep Cash Balance Plan** means the cash balance plan negotiated between Local Union 12 Jeep Unit and Chrysler Group LLC during the 2007 negotiations.

— (t) **Interest Credits** means the amounts credited to the Cash Balance Account of each Participant pursuant to Article III Section 4 — Interest Credits.

— (u) **Interest Credit Rate** means the third segment rate described in Code Section 430(h)(2)(C) (iii) for the third full calendar month preceding the first day of the Plan Year.

— (v) **Late Retirement Date** means the first day of any month coincident with or next following the date the Participant terminates employment after his Normal Retirement Date.

— (w) **Normal Retirement Age** means the date the Participant reaches Age 65.

— (x) **Normal Retirement Date** means the first day of the month coincident with or next following the date the Participant reaches his Normal Retirement Age.

— (y) **Participant** means an Employee who is participating in the Plan, and where the context so requires, includes a former Employee with an undistributed Cash Balance Account under the Plan. Effective January 1, 2010, Participant includes any Employee who had an undistributed accrued benefit under the Jeep Cash Balance Plan on and after October 29, 2007.

— (z) **Pay Credits** means the amounts credited to each Participant's Cash Balance Account pursuant to Article III Section 3 — Pay Credits.

— (aa) **Period of Service** means a period commencing on an Employee's Employment Commencement Date or Reemployment Commencement Date and ending on his Severance Date.

— (bb) **Period of Severance** means the period commencing on an Employee's Severance Date and ending on his Reemployment Commencement Date.

— (cc) **Plan** means the Chrysler Group LLC Cash Balance Plan, as amended from time to time.

— (dd) **Plan Year** means the 12 consecutive month period beginning on each January 1 and ending on the following December 31.

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—(ee)—**Reemployment Commencement Date** means the first day following a Period of Severance on which an Employee performs an hour of service within the meaning of Department of Labor Regulations Section 2530.200b-2(a)(1) for the Company.

—(ff)—**Severance Date** means the earlier of (a) the date an Employee loses seniority, dies, is discharged, or terminates employment; or (b) the first anniversary of the date the Employee is absent for any other reason.

—(gg)—**Spouse or Surviving Spouse** means the person legally married to the Participant on the Annuity Starting Date. For purposes of determining benefit recipients upon the death of the Participant, the Surviving Spouse shall be the person to whom the Participant is legally married for at least one year as of the date of the Participant's death. A former spouse shall be considered a Spouse to the extent specified in a domestic relations order determined to be a qualified domestic relations order.

—(hh)—**Union** means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and those of its Local Unions which are, or become, listed in Schedule I to this Plan.

—(ii)—**Vesting Service** means service which is counted towards a Participant's vested benefit under the Plan, as described in Article IV Section 1—Vesting Service.

—(jj)—**Years of Service** means any consecutive 12 month period beginning on the later of an Employee's Employment Commencement Date or Reemployment Commencement Date and ending each anniversary thereof.

Section 3 Construction

The Plan shall be construed, governed and administered in accordance with the laws of the State of Michigan except where otherwise required by Federal law. In the absence of any express reference to the contrary, masculine pronouns refer to both male and female.

Captions appearing throughout this document are for convenience of reference only and should not be construed so as to give any special meaning to any provision hereof.

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(044) Article II - Eligibility

Article II ELIGIBILITY

Section 1 General Rule

The provisions of this Plan shall apply to the following Employees:

(i) ~~Non skilled classified Employees with seniority hired or rehired on or after October 29, 2007, whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letter, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Entry Level Wage & Benefit Agreement between Chrysler LLC and the UAW and any successor agreement thereto.~~

(ii) ~~Effective January 1, 2010, any seniority Employee previously covered under the Jeep Cash Balance Plan shall be eligible for this Plan.~~

(iii) ~~Salaried bargaining unit Employees with seniority hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC - UAW National Agreement dated April 15, 2010.~~

(iv) ~~Skilled trade classified Employees with seniority hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.~~

(v) ~~Global Engine Manufacturing Alliance, LLC (GEMA) Employees with seniority hired or rehired on or after the effective date as specified in the agreement referenced in Letter 1 of this Plan.~~

Section 2 Transfers

Transfer to Non-covered Service.

~~Participants who transfer to a position as a non-collectively bargained Employee will no longer accrue Pay Credits under the terms of this Plan effective as of his transfer date.~~

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(045) Article III - Benefit Amounts

Article III BENEFIT AMOUNTS

Section 1 Cash Balance Accrued Benefit

~~A Participant's Cash Balance Accrued Benefit, as of any determination date before the Participant's Normal Retirement Date, is the monthly amount payable beginning on the Participant's Normal Retirement Date equal to the balance of the Participant's Cash Balance Account on the determination date, increased with interest at the Interest Credit Rate (but not Pay Credits) in effect as of the determination date for the period from the determination date to the Participant's Normal Retirement Date, with the resulting amount converted to an Actuarially Equivalent life annuity without survivor benefits commencing as of the Participant's Normal Retirement Date. A Participant's Cash Balance Accrued Benefit as of any determination date on or after the Participant's Normal Retirement Date is the monthly amount payable beginning on the Participant's Annuity Starting Date as a life annuity without survivor benefits that is the Actuarial Equivalent of the Participant's Cash Balance Account on the determination date.~~

Section 2 Cash Balance Account

~~A Cash Balance Account shall be established and maintained for each Participant. Any such account shall be a notional account used to record the amount of benefits payable under this Article III - Benefit Amounts and Article V - Payment of Benefits. The Cash Balance Account shall be equal to the sum of the Participant's Pay Credits and Interest Credits. The beginning Cash Balance Account for any Participant shall be:~~

~~(A) For any Participant represented by Local 12 Jeep Unit, who was hired or rehired on or after October 29, 2007 but before January 1, 2010, the beginning balance as of January 1, 2010 shall be equal to the closing balance that would have existed in the Participant's Cash Balance Account on December 31, 2009 had the provisions of this Plan been in effect for such Participant since October 29, 2007, or~~

~~(B) For all other Participants, the beginning balance as of his initial date of participation in the Plan shall be zero.~~

~~A Participant shall not have an actual individual account and shall not have any claim to any particular assets of the Plan.~~

Section 3 Pay Credits

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(A) **General.** As of the last day of each Plan Year, each Participant shall receive a Pay Credit to his Cash Balance Account equal to 6.4% of his base hourly wage rate for each straight-time hour worked during that Plan Year. The amount to be credited will be determined on a pay-period-by-pay-period basis commencing with his seniority date, based on the Participant's straight-time hours and base hourly wage rate during the applicable pay period, with the aggregate amount credited as of the last day of the Plan Year equal to the sum of the amounts calculated for each payroll period ending within that Plan Year; provided that in no event will a Participant be credited with more than 2,080 of straight-time hours in any Plan Year. If a Participant incurs a Severance Date during the Plan Year, however, his Pay Credits for that Plan Year shall be credited as soon as administratively feasible following his Severance Date. For salaried Employees, the base hourly wage rate will be determined by dividing the Employees biweekly base pay rate by 80.

(B) **Pay Credits During Military Service.** A Participant shall receive Pay Credits in accordance with Code Section 414(u) with respect to qualified military service for the United States provided he resumes active employment within the period during which he has reemployment rights under the Uniformed Services and Reemployment Rights Act of 1994, as amended or superseded. In the event that a Participant dies on or after January 1, 2007 while performing qualified military service, the Participant shall receive Pay Credits as if he resumed employment on the date immediately prior to his death and then terminated employment on account of death. Such Pay Credits shall be based on his base hourly wage rate in effect on his last day worked and assuming 40 straight-time hours worked for each full pay period of absence due to military service.

Section 4 Interest Credits

As of the last day of each Plan Year, each Participant, Surviving Spouse, and Beneficiary shall receive an Interest Credit for that Plan Year. Interest Credits for each Plan Year shall be calculated by multiplying the Participant's Cash Balance Account as of the first day of that Plan Year by the Interest Credit Rate for that Plan Year. A Participant's Cash Balance Account shall continue to receive Interest Credits until his Annuity Starting Date. If a Participant's, Surviving Spouse, or Beneficiary's Annuity Starting Date is before the last day of a Plan Year, his Interest Credits for that Plan Year shall be determined by multiplying the Interest Credit applicable to his Cash Balance Account for that Plan Year by a fraction, the numerator of which is the number of complete months through the Annuity Starting Date and the denominator of which is 12 (or, in the case of a short Plan Year, the number of complete months in the Plan Year).

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(046) Article IV - Vesting

Article IV VESTING

Section 1 Vesting Service

Subject to Article IV Section 3—Forfeiture, a Participant shall receive Vesting Service for each of his Years of Service earned as of his Severance Date.

Section 2 Vested Percentage

(A) ~~Vesting Schedule.~~ A Participant's vested interest in his Cash Balance Accrued Benefit shall be determined as follows:

Years of Service	Vested Percentage
Less than 3 years	0%
3 or more years	100%

(B) ~~Vesting Upon Reaching Normal Retirement Age.~~ A Participant shall be 100% vested in his Cash Balance Accrued Benefit upon reaching Normal Retirement Age, provided he is then an Employee of the Company.

Section 3 Forfeiture

If a Participant's vested percentage is zero as of his Severance Date, he shall be deemed to have received the total amount of his Cash Balance Account, and his Cash Balance Accrued Benefit shall be forfeited on his Severance Date. If the Employee is reemployed by the Company before his Period of Severance equals 60 consecutive months, his forfeited Cash Balance Accrued Benefit shall be restored as of his Reemployment Commencement Date and shall be credited with Interest Credits retroactive to his Severance Date. A Participant's nonvested Cash Balance Accrued Benefit shall be permanently forfeited, and his Vested Service credited before his Period of Severance shall be permanently cancelled, as of the date his Period of Severance equals more than 60 consecutive months.

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(047) Article V - Payment of Benefits

Article V PAYMENT OF BENEFITS

~~Section 1 Normal Retirement Benefit~~

~~A Participant who has a Severance Date with the Company, for reasons other than death, on or after his Normal Retirement Age, but no later than his Normal Retirement Date, shall have a nonforfeitable right to 100% of his Cash Balance Accrued Benefit and shall be entitled to receive a Normal Retirement Benefit. The Normal Retirement Benefit is a monthly payment amount equal to the Actuarial Equivalent of his Cash Balance Accrued Benefit payable as of his Normal Retirement Date.~~

~~Section 2 Late Retirement Benefit~~

~~A Participant who has attained his Normal Retirement Date shall have a nonforfeitable right to 100% of his Cash Balance Accrued Benefit. A Participant whose employment terminates after his Normal Retirement Date shall be entitled to receive a Late Retirement Benefit. The Late Retirement Benefit is a monthly payment amount equal to the greater of the Actuarial Equivalent of his Cash Balance Account determined as of (A) his Late Retirement Date, or (B) his Normal Retirement Date.~~

~~Section 3 Vested Termination Benefit~~

~~(A) — **Deferred Vested Termination Benefit.** A Participant who has a Severance Date with the Company, for reasons other than death, before his Normal Retirement Date with a vested Cash Balance Account shall be entitled to receive a Deferred Vested Termination Benefit. The Deferred Vested Termination Benefit is a monthly payment amount equal to the Actuarial Equivalent of his Cash Balance Accrued Benefit determined as of his Normal Retirement Date, payable as of his Normal Retirement Date.~~

~~(B) — **Immediate Vested Termination Benefit.** Upon application to the Board of Administration, a Participant who is eligible for a Deferred Vested Termination Benefit may elect to receive an Immediate Vested Termination Benefit in lieu of a Deferred Vested Termination Benefit. The Immediate Vested Termination Benefit is a monthly payment amount equal to the Actuarial Equivalent of his Cash Balance Accrued Benefit determined as of his Annuity Starting Date.~~

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Section 4 Payment of Cash Balance Accrued Benefit

~~(A) — Application.~~ A Participant eligible for benefits under this Plan shall make application in accordance with Article VII Section 1 — Application for Benefit and his benefit shall be paid, as applicable, in accordance with Article VII Section 2 — Payment of Benefit.

~~(B) — Cash-Out of Small Benefits.~~

~~—— (i) — Participants.~~ Notwithstanding anything contained in this Article V — Payment of Benefits to the contrary, if the Participant's Vested Cash Balance Account does not exceed \$5,000, the Participant's benefit will be paid to him, regardless of whether he has applied therefor in accordance with Article VII Section 1 — Application for Benefit or whether he or his Spouse has consented thereto. Such payment shall be made in a single lump payment as soon as administratively feasible, but not later than the end of the second Plan Year following his Severance Date with the Company. If the distribution is in excess of \$1,000, such distribution shall be transferred to an individual account provider with whom the Plan has a written agreement that satisfies Department of Labor Regulations Section 2550.404a-2(c). The Board of Administration may, but is not required to, make such transfers with respect to distributions under this Article V Section 4(B) — Cash-Out of Small Benefits, of \$1,000 or less.

~~—— (ii) — Qualified Domestic Relations Orders.~~ The provisions of Article V Section 4(B)(i) — Participants shall also apply to amounts payable to an alternate payee pursuant to a qualified domestic relations order and, in such case, shall be applied solely with reference to the amounts payable to the alternate payee, provided that the amount does not exceed \$5,000. Amounts payable under this Article V Section 4(B)(ii) shall be distributed as soon as administratively feasible following determination by the Board of Administration that a domestic relations order relating to the Plan is "qualified" within the meaning of Code Section 414(p).

~~(C) — Normal Form of Benefit.~~ Except as otherwise elected by the Participant pursuant to Article V Section 4(E) — Optional Forms of Benefit, benefits shall be payable beginning with his Annuity Starting Date and on the first of each and every succeeding month during the Participant's lifetime, ending with the payment immediately preceding his death.

~~(D) — Qualified Spouse Annuity.~~

~~—— (i) — Amount of Benefit.~~ If the Participant has a Spouse on his Annuity Starting Date, he shall be deemed to have elected the optional form for payment of benefits provided for in Article V Section 4(E)(i) — Spouse Annuity, payable immediately to the Surviving Spouse, with a 50% continuation factor, unless the Participant elects, at the time and manner described in Article V Section 4(D)(iii) — Election to Waive Qualified Spouse Annuity, that his benefits are to be paid in the form set forth in Article V Section 4(C) — Normal Form of Benefit, or in one of the other optional forms permitted pursuant to Article V Section 4(E) — Optional Forms of Benefit.

~~—— (ii) — Notice of Qualified Spouse Annuity.~~ At least 30 days, but not more than 180 days, before the Annuity Starting Date, the Board of Administration shall provide each Participant, in writing, a reasonable explanation of

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- ~~_____ (a) the terms and conditions of the Qualified Spouse Annuity,~~
- ~~_____ (b) the Participant's right to waive, and the effect of the waiver of, the Qualified Spouse Annuity,~~
- ~~_____ (c) the rights of the Spouse, and~~
- ~~_____ (d) the right to revoke, and the effect of a revocation of, a previous waiver of the Qualified Spouse Annuity.~~

~~_____ (iii) Election to Waive Qualified Spouse Annuity. During the 180 day period ending on the Annuity Starting Date, a married Participant may waive the Qualified Spouse Annuity or revoke a prior waiver. A waiver of the Qualified Spouse Annuity shall not be effective unless the Spouse consents to the waiver. The Participant may revoke the waiver without the Spouse's consent.~~

(E) Optional Forms of Benefit.

~~In lieu of the normal form for payment of benefits provided in Article V Section 4(C) Normal Form of Benefit, a Participant may elect an optional form for payment of his benefits. An election of an optional form for payment of benefits must be submitted by the Participant to the Board of Administration during the 180 day period immediately preceding the Participant's Annuity Starting Date and, if the Participant is married on his Annuity Starting Date, the request must be accompanied by a waiver of the Qualified Spouse Annuity, as described in Article V Section 4(D) Qualified Spouse Annuity, that includes the consent of the Spouse to the election, in the form and manner required by the Board of Administration. The optional forms for payment of benefits are as follows:~~

~~_____ (i) Spouse Annuity. An Actuarial Equivalent benefit payable monthly throughout the period commencing on the Participant's Annuity Starting Date and continuing during the lifetime of the Participant, with 75% or 100% (as selected by the Participant) of the amount of such reduced benefit continuing to be paid to, and for the lifetime of, his Surviving Spouse. An election of this option shall be cancelled in the event that either the Participant or his Spouse dies before the Annuity Starting Date.~~

~~_____ (ii) Lump Sum. A single lump sum payment equal to the Participant's Cash Balance Account as of his Annuity Starting Date.~~

(F) Survivor Annuity.

~~_____ (i) Applicability of Survivor Annuity. A Survivor Annuity shall be provided to the Surviving Spouse of each Participant who has a vested Cash Balance Accrued Benefit and who dies before his Annuity Starting Date.~~

~~_____ (ii) Amount of Survivor Annuity. The Surviving Spouse may elect to receive any, but not more than one, of the following forms of payment:~~

~~_____ (a) Survivor Annuity. A monthly benefit that continues for the lifetime of the Surviving Spouse based on the Actuarial Equivalent of the Cash Balance Account determined as of the Surviving Spouse's Annuity Starting Date.~~

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~~———— (b) — Survivor Lump Sum. A single lump sum cash payment in an amount equal to the Cash Balance Account determined as of the Surviving Spouse's Annuity Starting Date.~~

~~———— Such benefit shall be payable to the Participant's Surviving Spouse commencing as of the first day of the month following the date of the Participant's death, unless a later date is elected by the Surviving Spouse, which date shall not be later than the date the Participant would have reached Age 70-1/2.~~

~~———— (iii) — Cost of Survivor Annuity. The Company fully subsidizes the cost of providing the Survivor Annuity and the benefit payable to or on behalf of the Participant shall not be adversely affected because he is covered by a Survivor Annuity.~~

~~———— (iv) — Cash Out of Small Survivor Annuity. Notwithstanding anything in this Article V Section 4(F) — Survivor Annuity to the contrary, if the Actuarial Equivalent present value of the Survivor Annuity is not greater than \$5,000 at the death of the Participant, the Survivor Annuity shall be paid to the Surviving Spouse immediately in a single lump sum payment, regardless of whether the Surviving Spouse has applied therefor or consented thereto.~~

(G) — Death Benefits.

~~———— (i) — Applicability of Death Benefit. If a Participant dies before receiving any benefit payments under this Plan and the Participant has no Surviving Spouse, the Participant's vested Cash Balance Accrued Benefit shall be paid to the designated Beneficiary.~~

~~———— (ii) — Payment of Death Benefit. The Participant's Beneficiary shall be paid a single lump sum cash payment in an amount equal to the Cash Balance Account determined as of the Participant's date of death plus Interest Credits through the Annuity Starting Date. Such benefit shall be payable to the Participant's Beneficiary commencing as of the first day of the month following the date of the Participant's death, but not later than the end of the calendar year which contains the fifth anniversary of the Participant's death.~~

~~———— (iii) — Cash Out of Death Benefit. Notwithstanding anything in this Article V Section 4 (G) — Death Benefit to the contrary, if the Actuarial Equivalent present value of the Death Benefit is not greater than \$5,000 at the death of the Participant, the Death Benefit shall be paid to the Beneficiary immediately in a single lump sum payment, regardless of whether the Beneficiary has applied therefor or consented thereto.~~

~~———— (iv) — Designation of Beneficiary. Each Participant shall have the right to name a Beneficiary to receive Death Benefits as provided under this Article V Section 4(G) — Death Benefits. A Participant may amend or revoke his designation, provided however that:~~

~~———— (a) — No designation, amendment, or revocation thereof shall become effective if filed after such Participant's death, unless the Board of Administration shall otherwise consent.~~

~~———— (b) — In the absence of an effective designation of a Beneficiary, or if the Beneficiary shall not survive the Participant, then the Death Benefits shall be paid to the Participant's estate.~~

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~~_____ (c) In the event the Participant's Beneficiary disclaims his interest in any payment from the Plan, the amount payable as a result of the Participant's death shall thereafter be payable from the Plan as if the Beneficiary had predeceased the Participant. The Board of Administration shall have no obligation to establish the validity of any disclaimer presented to it.~~

~~(H) **Direct Rollovers.** A Distributee may elect, at the time and in the manner prescribed by the Board of Administration, to have all or a portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.~~

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(048) Article VI - Rehire of Employees

**Article VI
REHIRE OF EMPLOYEES**

Section 1 Rehire Before Payment

If a former Employee, who upon termination of employment was entitled to a benefit under this Plan, is subsequently rehired as an Employee covered under this Plan prior to receiving any benefits under this Plan, he shall not be entitled to commence payments under this Plan until he again terminates employment. He, however, shall participate in this Plan again as of his seniority date and begin to accrue benefits again as of his Reemployment Commencement Date.

Section 2 Rehire After Payment

(A) **Prior Lump Sum Distribution.** If a former Participant who received a lump sum distribution of his entire vested Cash Balance Account is subsequently rehired as an Employee covered under this Plan, his Cash Balance Account shall not be reinstated upon his Reemployment Commencement Date. He shall be treated as a newly hired Employee under Article II Section 1 General Rule, except that his Vesting Service earned during his prior Period of Service shall be reinstated, and he shall receive new accruals based solely on his Pay Credits and Interest Credits earned during his period of reemployment. Such new accruals shall be paid in any form selected by the Participant as provided under Article V Section 4(E) Optional Forms of Benefit upon the Participant's subsequent termination of employment.

(B) **Annuity Payments.** If a former Employee who is receiving benefits in the normal form of benefit pursuant to Article V Section 4(C) Normal Form of Benefit or a Spouse Annuity pursuant to Article V Section 4(E)(i) Spouse Annuity is subsequently rehired as an Employee covered under this Plan, he shall discontinue receiving payment of his monthly benefit during his period of reemployment. The monthly benefits amount of a reemployed Employee beginning as of the first day of the month on or following his subsequent termination of employment shall be a Cash Balance Accrued Benefit calculated based on the Actuarial Equivalent of his undistributed Cash Balance Account on his Reemployment Commencement Date plus the Pay Credits and Interest Credits earned during his period of reemployment.

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(049) Article VII - Application for, and payment of, Benefits

**Article VII
APPLICATION FOR, AND PAYMENT OF, BENEFITS**

Section 1 Application for Benefit

A Participant desiring to apply for a benefit under this Plan must initiate the retirement process through the Union Benefit Representative at the plant where he is working or last worked. If the location at which the Employee last worked has closed, the Employee should contact the Plan Administrator to initiate the retirement process. A committee comprised of the Union Benefit Representative and the Labor Relations Supervisor (or the plant manager or his representative) will complete the on-line application process. Upon request, the applicant must furnish the information the Board of Administration may request, including, without limiting the generality of the above, his Age and seniority date, the departments and plants of the Company or predecessor companies in which he claims to have been an Employee, the date following the date of filing his application as of which he wished to begin payment of his benefits payable under this Plan, the names and addresses and ages of his spouse, children, or other dependents, and the names and addresses of other persons, if any, to communicate with about him, and other pertinent facts, together with documentary evidence in support of the same, satisfactory to the Board of Administration, and any authority in writing that the Board of Administration, may request, authorizing it to obtain pertinent information or records, certificates or transcripts from any public office. In order for the retirement application to be complete, the Employee or former Employee must complete and sign the retirement authorization application form and return it to the committee for final processing. The Board of Administration shall approve or deny all retirement applications.

Section 2 Payment of Benefit

Benefits shall be paid in the form determined under Article V and shall commence not sooner than 30 days and not later than 180 days following the receipt of the required written explanations of distribution options, provided however, a Participant may affirmatively elect in writing to commence the payment of benefits in less than such 30 days (but not less than 7 days). A benefit shall become payable with the Participant's consent as of his Annuity Starting Date and shall be payable in the month following the date when his application is approved and, in the case of annuity form of payment, on the

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~~first day of each month thereafter during his lifetime. The affirmative election in writing to commence benefit payments less than 30 days following the receipt of the required written explanations of distribution options is only applicable provided:~~

~~—— (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the distribution option (with spousal consent);~~

~~—— (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation is provided to the Participant; and~~

~~—— (iii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant (except that the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided subject to the waiver of the 30-day period as provided above).~~

Section 3 Commencement of Benefits at Normal Retirement Age

~~Notwithstanding anything in this Plan Document to the contrary, the payment of benefits under this Plan shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:~~

~~—— (i) The attainment by the Participant of Age 65;~~

~~—— (ii) The 10th anniversary of the Participant's participation in the Plan;~~

~~—— (iii) The termination of the Participant's service with the Company, or~~

~~—— (iv) The date elected by the Participant for benefits to commence if later than (i), (ii) or (iii) above.~~

~~—— Notwithstanding the preceding sentence, a Participant must file an application for benefits under this Plan before payment of any such benefits can commence.~~

Section 4 Anti-alienation

~~Notwithstanding anything in this Plan Document to the contrary, no benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind, except in accordance with Article VII Sections 5 through 7 (inclusive) below or the provisions of a Qualified Domestic Relations Order within the meaning of Code Section 414(p). Any attempt to otherwise alienate, sell, transfer, assign, pledge or otherwise encumber any such benefits, whether presently or thereafter payable, shall be void. No benefit nor the Pension Fund or insured fund shall in any manner be liable for or subject to debts or liability of any Employee, or former Employee entitled to any benefit. If the Employee, or former Employee shall, or shall attempt to, alienate, sell, transfer, assign, pledge or otherwise encumber his benefits under the Plan or any part thereof, or if by reason of his bankruptcy or other event happening at~~

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~~any time such benefits would devolve upon anyone else or would not be enjoyed by him, then the Board in its discretion may terminate his interest in any such benefit and hold or apply it to or for the benefit for such person, his spouse, children, or other dependents, or any of them in such manner as the Board may deem proper.~~

~~The amount of any benefit otherwise payable to a former Employee shall be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a qualified domestic relations order within the meaning of Section 414(p) of the Code. The actuarial value shall be used to determine the amount to be paid to such alternate payee(s), if applicable, and the remaining benefit entitlement of the former Employee.~~

Section 5 Union Dues

~~This Article VII, Section 5, shall not apply to any Participant who has received a single lump sum payment pursuant to Article V, Section 4(E). The trustee shall be authorized by the Board of Administration during the life of any collective bargaining agreement applicable to Employees covered by this Plan in accordance with the terms of the form "Former Employee's Authorization for Check Off of Dues" identified in Appendix A, and to the extent that applicable State and Federal laws and regulations shall permit,~~

~~_____ (i) to deduct membership dues from the monthly benefit payable to any former Employee who shall have executed the "Former Employee's Authorization For Check Off Of Dues" form in Appendix A, completed in a manner acceptable to the Company, and~~

~~_____ (ii) to deduct the sum of \$2.00 as an associate dues donation from any monthly benefit otherwise payable to any Surviving Spouse who shall have duly authorized such deduction on a form acceptable to the Company.~~

Section 6 Deductions

~~Notwithstanding anything in this Plan to the contrary, the trustee shall be authorized by the Board to deduct from the benefit payable to any former Employee or any Surviving Spouse of a former Employee, deductions authorized by the Board or the former Employee or Surviving Spouse of a former Employee.~~

~~The trustee shall also be authorized to withhold from the benefit:~~

~~_____ (i) Federal income tax where required by Federal statutes or regulations unless elected otherwise in accordance with such statutes or regulations by submitting to the Board written authorization and direction acceptable to the Board and~~

~~_____ (ii) state income tax where~~

~~_____ (a) required by state statutes or regulations, unless elected otherwise in accordance with such statutes or regulations, or~~

~~_____ (b) if the state permits voluntary withholding and such person requests voluntary withholding by submitting to the Board written authorization and direction acceptable to the Board.~~

Section 7 Recovery of Overpayment

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~~This Article VII, Section 7, shall not apply to any Participant who has received a single lump sum payment pursuant to Article V, Section 4(E). A former Employee entitled to receive a monthly benefit under this Plan may authorize in writing that any outstanding overpayment received under any Company benefit plan or program (other than this Plan) be repaid to such respective plan or program by withholding not less than \$80.00 but in no event more than 10% of his monthly benefit until such overpayment is recovered.~~

Section 8 Required Minimum Distributions

~~Notwithstanding any other provision of this Plan, benefits shall be required to be distributed in accordance with the provisions of Section 401(a) (9) of the Code and the final Treasury regulations thereunder. Such rules shall apply in all events unless any Participant should become a "5-percent owner" (as defined in Code Section 416). In the event any Participant should become a 5-percent owner, the minimum distribution rules in the Code pertaining to 5-percent owners shall become applicable with respect to distributions to that Participant.~~

~~(A) **Required Beginning Date.** Each Participant must begin receiving his benefit on or before his "Required Beginning Date." The Required Beginning Date of any Participant who reaches the Age of 70 1/2 after December 31, 1998 shall be April 1 of the calendar year following the later of:~~

- ~~—— (i) —— the calendar year in which the Participant reaches Age 70 1/2 or~~
- ~~—— (ii) —— the calendar year of the Participant's Severance Date.~~

~~(B) **Actuarial Adjustments.** In the case of any Participant who has a Severance Date in a calendar year after the calendar year in which he reaches the Age of 70 1/2, such Participant's Cash Balance Accrued Benefit shall be actuarially increased in accordance with Section 401(a)(9)(C) of the Code to take into account the period after Age 70 1/2 in which the Participant was not receiving any benefits under the Plan.~~

~~(C) **Distribution Period.** Following commencement, distributions must continue over the life of the Participant or over the lives of the Participant and his Beneficiary or over a period which does not extend beyond the life expectancy of the Participant or the life expectancies of the Participant and his Beneficiary as provided in the regulations under Code Section 401(a)(9).~~

~~(D) **Death of Participant After Commencement of Required Distributions.** Upon the death of a Participant after mandatory commencement of his benefit in accordance with the rules set forth in the preceding provisions of this Section, the Participant's remaining interest, if any, will be distributed subsequent to his death at least as rapidly as under the method of distribution being utilized as of the date of his death.~~

~~(E) **Death of Participant Prior to Commencement of Required Distributions.** Upon the death of a Participant prior to mandatory commencement of his benefit in accordance with the rules set forth in the preceding provisions of this Section, the Participant's remaining interest, if any, will be distributed as follows:~~

- ~~—— (i) —— Amount not payable to a designated Beneficiary. Any remaining interest which is not payable to a designated Beneficiary will be distributed within five years after the Participant's death.~~

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~~—— (ii) — Amounts payable to a designated Beneficiary. Any remaining interest which is payable to a designated Beneficiary will be distributed either (i) within five years after the Participant's death, or (ii) over the life of the Beneficiary (or over a period certain not extending beyond the life expectancy of the Beneficiary), such payments to commence not later than the end of the calendar year following the calendar year in which the Participant died (or if the designated beneficiary is the Participant's Surviving Spouse, to commence not later than the end of the calendar year following the calendar year in which the Participant would have attained the Age of 70 1/2).~~

~~(F) — Recalculation of Life Expectancies. For the purposes of determining the amount of required distributions hereunder, the life expectancies of the Participant and his spousal beneficiary shall be recalculated annually.~~

Section 9 Limitation on Contributions and Benefits

~~Notwithstanding any provision of the Plan to the contrary, the total annual benefit payable to any Participant under this Plan and all other qualified defined benefit plans maintained by the Company shall not exceed the limitations on benefits payable under Section 415 of the Code. The limitations and other provisions of Section 415 of the Code with respect to benefits and annual additions, including any permissible grandfather and transition rules under the Code and other tax statutes, hereby are incorporated by reference; provided, however, that the Section 415 limitation effect in the year of payment, as adjusted in accordance with Section 415(d) of the Code and the regulations and other guidance issued thereunder, shall be applied to determine the benefits payable to such Participant.~~

~~(A) — Benefit Limitation. For purposes of applying the limitations under Section 415, compensation shall be determined under Treasury Regulation Section 1.415(c)-2(b) and (c). The term "limitation year" means the calendar year. For purposes of applying the Code Section 415(b) limitations (which are incorporated by reference, as modified herein), the "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. The "maximum permissible benefit" is the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation set forth in Section 415(b)(1)(B) of the Code, both adjusted where required in accordance with Section 415 and Treasury Regulations thereunder. The annual benefit payable to a Participant who has otherwise commenced benefits hereunder that is otherwise limited by the dollar limitation shall be increased to take into account the adjustment of the dollar limitation.~~

~~(B) — Other Plans. If the benefits under this Plan are aggregated with benefits under another defined benefit plan for purposes of such Section 415, any reductions required by Section 415 will be made first with respect to the plan in which the Participant most recently accrued benefits.~~

Section 10 Failure to Cash Check

~~The right of a former Employee or Surviving Spouse to receive any payment of a benefit shall cease and be considered for all purposes as though such right had never existed if,~~

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~~prior to the second anniversary of the date a check for such payment was mailed to such person, such check is, for any reason, not presented for payment to the bank on which it was drawn; thereafter such person may establish a right to receive any such payment only by making application therefore and by supplying all the information the Board of Administration shall require.~~

~~Section 11 Incapacity~~

~~If the Board of Administration shall find that any former Employee to whom a benefit is payable is deceased or is unable to care for his affairs because of illness or accident, the Board may (unless prior claim therefore shall have been made by a duly appointed guardian, committee or other legal representative) authorize the trustee to pay any benefit due to the Spouse, children, parents or other relatives or dependents of such deceased Employee, or former Employee, or to any other person who in the opinion of the Board is caring for and supporting such former Employee. Any such payment shall be a complete discharge of any obligation or liability therefor under the Plan, and neither the Board of Administration nor the trustee shall have any duty or obligation to see to the application of the money so paid.~~

~~Section 12 Funding Based Limits on Benefits and Benefit Accruals~~

~~(A) The Plan shall at all times comply with Code Section 436 and regulations and other guidance thereunder.~~

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Pension

(050) Article VIII - Trust Provisions

Article VIII TRUST PROVISIONS

Section 1 Pension Fund

The Company will maintain during the term of this Plan a Pension Fund to be held and invested by a trustee or trustees and their successors into which, during the term of this Plan, the Company's payments to fund benefits shall be made. No Participant shall make or be required to make any payment to the Pension Fund. The Pension Fund shall be used to pay the benefits described under Article V — Payment of Benefits in this Plan and the benefits shall be payable only from the Pension Fund and only upon the Participant applying for them in the manner this Plan provides under Article VII — Application for, and Payment of, Benefits. Expenses of the Pension Fund also shall be payable from the Pension Fund except to the extent that the Company or Union shall pay them. No payments pursuant to this Plan (other than such expenses of administering this Plan as the Company or the Union shall pay) shall be made otherwise than out of the Pension Fund, or pursuant to a contract or contracts contracted for or purchased from an insurance company as authorized under Article VIII Section 1 of this Plan.

Section 2 Trustee of the Fund

The Company shall have the sole right to select and contract with the corporate trustee or trustees, to remove any trustee or trustees, to select successors, and to determine the form and terms of the trust agreement with the trustee or trustees, which may authorize the trustee or trustees to include among the investments of the Pension Fund:

- (i) — obligations and stock of the Company,
- (ii) — investments in deposits that bear a reasonable rate of interest made in any bank or similar financial institution supervised by the United States or by any State, whether or not such bank or institution is the trustee of the part of the Pension Fund so deposited or is a trustee of any other part of the Pension Fund, and
- (iii) — interests in a common or collective trust fund or pooled investment fund maintained by the trustee (if the trustee is a bank or trust company supervised by a State or Federal agency) or in a pooled investment fund of an insurance company qualified to do

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business in a State, purchased or sold, in the case of any such interest, in a transaction in which the trustee received not more than reasonable compensation.

In performance, or part performance, of the requirements of this Plan that it maintain a Pension Fund and make payments into it, the Company at any time or from time to time shall have the right to contract, or to cause the trustee or trustees of the Pension Fund to contract for or purchase from any legal reserve life insurance company or companies having at least \$1,000,000,000 of assets a contract or contracts (including but not limited to contracts of the deposit administration type) providing for the funding of all or part of the benefits for any Employee(s), or former Employee(s), provided by and on the conditions set forth in this Plan, and for such purpose to pay directly to such insurance company or companies such sums as may be required therefore, or to cause the trustee or trustees to transfer or pay to such insurance company or companies all or such part of the Pension Fund as may be required therefore. The Board of Administration, referred to in Article IX, Section 2 of this Plan, shall have and may exercise all of its powers with respect to any benefits to be provided under such contract or contracts with an insurance company or companies and with respect to all Employees and former Employees covered by them. Such contract or contracts shall be treated as assets of the Pension Fund and payments by the Company to such insurance company or companies shall be treated as contributions to the Pension Fund. In determining the assets of the Pension Fund as provided in Article VIII Section 3 of this Plan, the values of such contract or contracts with an insurance company or companies shall be the values certified by the insurance company or companies issuing them.

Section 3 Contributions to the Pension Fund

The Company, subject to Article X Section 8, shall make such contributions to the Pension Fund with respect to benefits as shall be required under accepted actuarial principles and Section 412 of the Code, or any successor thereof. For Plan Years beginning on and after October 1, 2008, the Plan shall comply with the minimum funding standards of the Employee Retirement Income Security Act of 1974 and the Pension Protection Act of 2006. All contributions of the Company to the Pension Fund are conditioned on the deductibility of the contribution under Section 404 of the Code, or any successor thereof at the time in effect, and if any such deduction is disallowed, such contribution may, to the extent disallowed, be returned to the Company within one year after the disallowance of the deduction.

Section 4 Accounts of Trustees

The trustee or trustees from time to time may settle its or their accounts in the manner provided by the trust agreement by service of two copies of the accounts upon the Board of Administration, one for the Union Members and one for the Company Members. The Company or the Board of Administration may object to the accounts within ninety (90) days after service. Otherwise the accounts shall be final, and shall be binding upon the Company, the Union, Employees, former Employees, and the trustee or trustees. In any proceeding for the settlement of the accounts of the trustee or trustees, or concerning the administration of the Pension Fund, service of notice or process on the Union Members of the Board of Administration shall be deemed, for all purposes, service on the Union, the Employees, and former Employees.

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FIAT CHRYSLER AUTOMOBILES

Pension

(051) Article IX - Plan Administration

Article IX PLAN ADMINISTRATION

Section 1 Named Fiduciaries

There shall be three Named Fiduciaries under this Plan, the Union, the Chrysler Group LLC Pension Investment Committee and the Chrysler Group LLC Employee Benefits Committee. All of the fiduciary responsibilities of the Union under this Plan are hereby allocated to the Director, Chrysler Department, UAW. All of the fiduciary responsibilities of the Company under this Plan are hereby allocated as follows:

— (i) — the Pension Investment Committee shall have the fiduciary responsibilities of selecting the investment managers, of removing any investment managers, of selecting successors, monitoring the activity of said investment managers and of determining (along with the Employee Benefits Committee) the form and terms of the trust agreement with the trustee or trustees;

— (ii) — all of the fiduciary responsibilities of the Company under this Plan not specifically described in (i) above shall be allocated to the Employee Benefits Committee.

In carrying out the fiduciary responsibilities established under this Plan:

— (a) — Any one of the three Named Fiduciaries under this Plan may allocate any or all of its fiduciary responsibilities to any one or both of the other Named Fiduciaries. Any such allocation shall be effective only if accepted in writing by the Named Fiduciary to whom the fiduciary responsibility has been allocated.

— (b) — Any one of the three Named Fiduciaries under this Plan may designate persons (other than one or both of the other Named Fiduciaries) to carry out the fiduciary responsibilities under this Plan of the Named Fiduciary making such designation.

— (c) — Any allocation set forth in Paragraph (a) above or any designation set forth in Paragraph (b) above shall be set forth in writing.

— (d) — Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

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~~—(e)— A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Paragraph (b) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.~~

~~—(f)— The Company, by resolution adopted by the Pension Investment Committee, may appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Plan.~~

Section 2 Board of Administration

(A) Board Establishment.

~~There shall be established a Board of Administration consisting of six members, three of whom shall be appointed by the Company (hereinafter referred to as the Company Members), and three of whom shall be appointed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (hereinafter referred to as the Union Members). The Company Members and Union Members shall serve without compensation as such. Each member of the Board may have an alternate, and the same person may be the alternate for more than one member. In the event a member is absent from a meeting of the Board, an alternate may attend and when in attendance shall exercise the duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member to fill any vacancy among the members or alternates appointed by it. Both the Company and the Union shall notify the other in writing of the members or alternates that they appoint before the appointment shall be effective.~~

~~(B) The Company Members and Union Members of the Board shall appoint an impartial third person to act as an Impartial Chairman who shall serve until such time as he may be requested to resign by three members of the Board. In the event that the Company Members and Union Members of the Board are unable to agree upon an Impartial Chairman, the Impartial Chairman of the Appeal Board under the labor agreement then applicable to production and maintenance employees of the Company shall select the Impartial Chairman; provided, however, that the Company Members and Union Members may by agreement request the Impartial Chairman of the Appeal Board to serve as the Impartial Chairman of the Board of Administration. The Impartial Chairman shall be considered a Member of the Board of Administration for matters on which he is to vote. The Company and the Union shall share equally the fees and expenses of the Impartial Chairman in cases involving Employees. The fees and expenses of the Impartial Chairman in cases involving former Employees shall be paid out of the Pension Fund.~~

~~(C) The Board of Administration (hereinafter referred to as the "Board") shall have discretionary authority to interpret the Plan and determine eligibility for and the amount of benefits in accordance with the terms of this Plan. Any Board interpretation or Board determination shall be given full force and effect unless it can be shown that the interpretation or determination is arbitrary and capricious. In carrying out its duties, the Board shall have the following powers:~~

~~—(a)— To carry out the rules and procedures set forth in this Plan to be followed by Employees, former Employees and Surviving Spouses in filing applications for benefits and~~

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~~for furnishing and verifying proofs necessary to establish their Age and service in accordance with the rules of eligibility for benefits under this Plan.~~

~~—(b)—To find facts and determine the rights of any Employee, former Employee or Surviving Spouse applying for benefits and to afford any applicant or the Company, if dissatisfied with any finding of fact or determination, the right to a hearing.~~

~~—(c)—To apply the procedure set forth in this Plan for establishing and verifying service of Employees and former Employees and, after affording Employees and former Employees and the Company an opportunity to object, to determine the service of Employees or former Employees.~~

~~—(d)—To make arrangements for authorizing the trustee to pay from the Pension Fund benefits to former Employees and Surviving Spouses entitled to them, and to authorize paying them.~~

~~—(e)—To prepare and distribute appropriate information explaining the provisions of this Plan, to furnish to the Company and to the Union, upon request, reports of the names and Ages of former Employees and Surviving Spouses to whom the Board authorized benefits to be paid, the amounts of the benefits and other facts as provided below in this Plan.~~

~~—(f)—To receive not more often than once a year a report of the receipts, disbursements and assets of the Pension Fund by the trustee or trustees for the time being of the Pension Fund and a report of the actuary selected by the Company on the state of the Pension Fund and showing the contributions made during the year toward the cost of benefits paid during the year and the cumulative balance of such contributions less disbursements.~~

~~—(g)—To arrange with the Company for office space, equipment and clerical and other assistance as may be reasonably necessary for performing the duties of the Board, which the Company will furnish and for which it shall be reasonably compensated from the Pension Fund, with due regard to economical administration of the Plan.~~

~~(D)—To constitute a quorum for transacting business there shall be required to be present at any meeting of the Board at least two Union Members and two Company Members. At all meetings of the Board the Company Members shall have a total of three votes and the Union Members shall have a total of three votes; the votes of any absent member being divided equally between the members present, appointed by the same party. Decisions of the Board shall be by a majority of the votes cast. The Impartial Chairman shall cast the deciding vote in cases where there shall have been a tie vote.~~

~~(E)—The Board and any Member of the Board shall be entitled to rely upon the correctness of any information furnished by the trustee, the Union or the Company. Neither the Board nor any of its Members nor any officer or other representative of the Union, nor the Company, nor any officer or other representative of the Company shall be liable because of any act or failure to act on the part of the Board or any of its Members or any person, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or lack of good faith.~~

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~~(F) — The Board shall accept as final determination under any applicable labor agreement on seniority of Employees, on loss of seniority and on any other matter for which the terms of such agreement and not the terms of this Plan provide a means of determining.~~

~~Such questions upon which the Company Members and the Union Members of the Board are unable to reach agreement either shall be referred to the appropriate procedure for determination, or where prompt determination on questions is required, shall be referred directly to the Impartial Chairman under the labor agreement then applicable to production and maintenance employees of the Company.~~

~~(G) — The Board of Administration shall have no power to add to or subtract from or to modify any of the terms of this Plan, to change or add to any benefit provided by this Plan, nor to waive or fail to apply any requirement of eligibility for a benefit under this Plan.~~

~~(H) — The Board of Administration shall report annually within 90 days after the close of each calendar year to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and to the Company the number of Participants to whom the Board authorized payment of benefits during the calendar year, the number of Participants of each year of Age for whom benefits were so authorized, the highest and lowest average monthly benefit that such Participant of each year of Age qualified to receive, the number of deaths during the year, as reported to the Board of Administration, of former Employees receiving benefits of each year of Age, and the total benefits that the trustee paid during the calendar year to former Employees under this Plan.~~

~~(I) — No ruling of the Board of Administration in one case shall create a basis for retroactive adjustment in any other case.~~

~~(J) — There shall be no appeal from any ruling within its authority of the Board of Administration. Each such ruling shall be final and binding on the Union and its members, the Participant(s) or former Employee(s) involved, and on the Company.~~

~~(K) — Any case referred to the Board of Administration on which it has no power to rule shall be referred back to the parties without ruling.~~

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(052) Article X - Miscellaneous

**Article X
MISCELLANEOUS**

Section 1 Effect on Other Pension Plans

~~This Plan shall not affect in any way the rights of the Company or of any Employee under any other pension plan sponsored by the Company.~~

Section 2 Effect on Employment Rights

~~Nothing in this Plan shall give any Employee the right to be retained in the employ of the Company, and all Employees shall remain subject to discharge or layoff to the same extent as if this Plan had never gone into effect.~~

Section 3 Right to Benefit

~~The expiring of any labor agreement applicable to a bargaining unit the Employees in which are covered by this Plan or the expiring of this Plan shall not end the right under the terms of this Plan of Participants who lose seniority while this Plan is in effect, and who, under the terms of this Plan, are entitled to receive benefits to continue to receive benefits.~~

Section 4 Procedure for Handling Questions of Fact

~~If any question shall arise concerning an Employee, former Employee, or Surviving Spouse, about the Age of the Employee, former Employee, or Surviving Spouse, the date of the beginning or the total number of months of his service, his eligibility for a benefit under this Plan, or the amount of a benefit, if any, to which he claims to be entitled, the Employee or the officers of the Local Union on his behalf or the former Employee or the Surviving Spouse shall prepare a written statement which he shall sign, provide all facts and circumstances concerning the matters and send it to the Board of Administration for the Board's review and determination.~~

~~If a claim is denied or partly denied, the Employee, former Employee, or Surviving Spouse will be notified in writing and given an opportunity for a review. The written denial will give:~~

~~(1) specific reason(s) for denial;~~

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~~(2) a reference to the specific provision(s) or the Plan on which the denial is based;~~

~~(3) a description of any additional material or information necessary to perfect the claim and the reason why such material or information is needed; and~~

~~(4) an explanation of the Plan's appeal procedure and the time limits applicable to such procedure, including a statement of the Employee's, former Employee's, or Surviving Spouse's right to bring a civil action under Section 502(a) of ERISA following a denial of a benefit claim on review.~~

Any Employee, former Employee, or Surviving Spouse who applies for benefits under this Plan and is ruled ineligible or not qualified, or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Board of Administration, shall have the right to request the Board to review the matter, provided that he makes such a request in writing, within sixty (60) days after being apprised of the Board's action. Not later than sixty (60) days after the Board's receipt of the appeal, the Board shall issue a written decision. However, if specific circumstances so dictate, the decision by the Board may be made within 120 days after receipt of the request for review. The decision on review shall be in writing and shall include specific reasons for the decision, including a reference to the sections of the Plan upon which the decision is based. A decision by the Board of Administration is final and binding.

Section 5 Plan Effective

This Plan as set forth herein shall become effective October 12, 2011 provided that the obligation to put into effect such Plan, as so amended, is subject to the requirement that

~~(a) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) notifies the Company, in writing, that the new collective bargaining agreements have been duly ratified, and~~

~~(b) approval of this Plan as amended herein and of the trust established in connection therewith by the Internal Revenue Service (IRS) as a qualified plan and trust~~

~~— (1) qualifying under Section 401(a) and exempt from taxation under Section 501(a) of the Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted), and~~

~~— (2) entitling the Company to deduction for contributions under Section 404 of the Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted),~~

~~— is obtained prior to putting such amendments into effect and is maintained continuously thereafter.~~

The Company will submit this Plan as amended to the IRS for such approval promptly pursuant to the schedule set forth by the IRS in applicable guidance.

In the event that any revision of this Plan is necessary to obtain and maintain such approval, the Company is authorized with the consent of the International Union, United

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Automobile, Aerospace and Agricultural Implement Workers of America (UAW), to make the necessary revisions, adhering as closely as possible to the intent of the Company and the Union as expressed in this Plan.

Section 6 Demands for Change Precluded

Until the expiration of this Plan, neither the Union nor the Company shall demand any change in, deletion from, or addition to, this Plan (except as otherwise provided in Article X Section 5 — Plan Effective above), nor shall either of them be required to bargain with respect to any provision or interpretation of this Plan or any modification thereof, deletion there from or addition or supplement thereto, or with respect to any benefit or plan, nor shall a change in, deletion from, or addition to, this Plan be an object of or be a reason or cause for any strike, slowdown, work stoppage, sit down, stay in, curtailment of work or interference with production, lockout, picketing or other exercise of economic force or threat thereof by the Union or the Company.

Section 7 Duration of the Plan

This Plan shall be renewed automatically for successive one year periods thereafter unless either the Union or the Company shall give written notice to the other at least 60 days prior to the Expiration Date (or prior to the anniversary of the Expiration Date, in any subsequent year) of its desire to amend or modify this Plan as of the Expiration Date, or as of such anniversary of the Expiration Date in any subsequent year (it being understood, however, that the foregoing provision for automatic one year renewal periods shall not be construed as an endorsement by either the Union or the Company of the proposition that one year is a suitable term for a plan agreement). If such notice is given, this Plan shall be open to modification or amendment on the Expiration Date or on such anniversary of the Expiration Date in any subsequent year as the case may be.

If following a notice by either the Union or the Company pursuant to the preceding paragraph, negotiations on such proposed modifications or amendments shall not be completed by the Expiration Date or by such anniversary of the Expiration Date in any subsequent year with respect to which such notice shall have been given, as the case may be, either the Union or the Company, at any time thereafter before completion of such negotiations, may give to the other written notice of termination of this Plan in which event this Plan shall terminate at the end of the 30th day following the day such notice shall have been given, unless the Union and the Company shall agree otherwise at or before that time. Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Plan shall not have the effect of terminating the right of former Employees before such termination to receive benefits in accordance with the terms of this Plan.

Section 8 Termination of the Plan.

(A) In the event of termination or partial termination of this Plan (amendment or modification of this Plan as provided for in Article X Section 7 — Duration of the Plan above shall not constitute termination of this Plan for purposes of this Article X Section 8) or upon complete discontinuance of the Company's contributions hereunder, then, subject to the provisions of Article X Section 8(D), the rights of all affected Employees, former Employees and eligible Surviving Spouses having an interest in the Pension Fund at the effective date

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~~of such termination or discontinuance with respect to benefits accrued to the date of such termination or discontinuance shall be nonforfeitable; provided, however, that no Employee or former Employee or eligible Surviving Spouse shall have recourse toward satisfaction of his nonforfeitable benefits from other than the Plan assets or the Pension Benefit Guaranty Corporation. The Board of Administration shall allocate the assets of the Pension Fund available to provide benefits among such persons in the manner prescribed by Section 4044 of the Employee Retirement Income Security Act of 1974 (or corresponding provisions of any subsequent applicable law in effect at the time). After such allocation has been made, any residual assets of the Pension Fund may be distributed to the Company if all liabilities of the Plan to Employees, former Employees and eligible Surviving Spouses have been satisfied and the distribution does not contravene any applicable provision of law. Upon termination of the Plan, benefits of any missing Participants shall be treated in accordance with Section 4050 of ERISA.~~

~~(B) Any such allocation under Subsection (A) shall be accomplished at the election of the Board of Administration through either~~

~~——— (1) continuance of the Pension Fund or a new trust fund, or~~

~~——— (2) purchase of insurance annuity contracts; provided, however, that no change shall be effected in the allocation prescribed by Section 4044 of the Employee Retirement Income Security Act of 1974 (or corresponding provisions of any subsequent applicable law in effect at the time).~~

~~(C) Anything in this Plan to the contrary notwithstanding, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participants under the Plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to, purposes other than the exclusive benefit of Participants.~~

~~(D) There shall not be any merger or consolidation with, or transfer of assets or liabilities to, any other plan unless each Participant covered by or entitled to benefits under this Plan would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated.~~

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Pension

(053) Article XI - Cessation of Pay Credits And Plan Termination

Article XI CESSATION OF PAY CREDITS AND PLAN TERMINATION

Section 1 Cessation of Pay Credits

Effective on and after April 1, 2012:

(A) ~~No Pay Credits shall be credited to Participant Cash Balance Accounts. Notwithstanding the cessation of Pay Credits, Interest Credits shall continue to be credited to Participant Cash Balance Accounts until the Participant's Cash Balance Account is distributed.~~

(B) ~~All Participant Cash Balance Accounts shall be 100% vested.~~

Section 2 Plan Termination

(A) ~~Plan termination. This Plan shall be terminated effective March 31, 2012, or as soon thereafter as is reasonably practicable.~~

(B) ~~Closeout of Plan. All Plan benefit liabilities shall be satisfied on the termination date, or as soon thereafter as is reasonably practicable. As of the termination date, Participants, Surviving Spouses and Beneficiaries may elect to receive either a lump sum payment or a monthly annuity purchased from an insurer. The lump sum payment shall be equal to 6.4% of his base hourly wage rate for each straight time hour worked (not to exceed 2,080 hours per year) from the date of seniority through March 31, 2012 plus Interest Credits through the Annuity Starting Date. The monthly annuity shall be equal to the Actuarial Equivalent of the Cash Balance Accrued Benefit as of the Annuity Starting Date. The Company shall make contributions necessary to provide Participants, Surviving Spouses, and Beneficiaries with lump sum payments or monthly annuities as set forth above.~~

(C) ~~Cash out of Small Benefits. If a Participant's, Surviving Spouse's, or Beneficiary's Vested Cash Balance Account does not exceed \$5,000 as of the closeout date, the benefit of the Participant, Surviving Spouse, or Beneficiary will be paid in a single lump sum distribution. If the distribution is in excess of \$1,000 and the Participant, Surviving Spouse, or Beneficiary has not previously elected to receive the lump sum directly or specified an~~

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~~eligible individual retirement account to which such distribution is to be paid, the distribution shall be transferred to an individual account established under the Company 401(k) plan in the name of the Participant, Surviving Spouse, or Beneficiary, notwithstanding anything in Article V, Section 4(B)(i) to the contrary.~~

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(054) Schedule I - List of Participating Local Unions

SCHEDULE I — LIST OF PARTICIPATING UNIONS

- (1) ~~Jefferson North Assembly Local 7, 889 Unit 3 & 412 Unit 2~~
- (2) ~~Warren Truck Assembly Local 140, 889 Unit 1 & 412 Unit 17~~
- (3) ~~Chrysler Center Power House Local 412~~
- (4) ~~Kokomo Transmission Local 685 & 1302 Unit 1 & Unit 3~~
- (5) ~~Warren Stamping Local 869, 889 Unit 8 & 412 Unit 18~~
- (6) ~~Chrysler Headquarters and Tech Center Departments 1654, 1655 & 2980 Local 412 Unit 14~~
- (7) ~~Kokomo Casting Local 1166 & 1302 Unit 4 & Unit 3~~
- (8) ~~Chrysler Group Transport LLC Local 212~~
- (9) ~~Mt. Elliott Tool & Die Manufacturing Local 212~~
- (10) ~~Marysville Axle Local 961, 889 Unit 15, 412 Unit 21~~
- (11) ~~Trenton South Engine Local 372, 889 Unit 7, 412 Unit 25~~
- (12) ~~Sterling Stamping Local 1264, 889 Unit 9 & 412 Unit 7~~
- (13) ~~Belvidere Assembly Local 1268 & 1761~~
- (14) ~~Toledo Machining Local 1435, Local 1435 Unit 4 and Unit 3~~
- (15) ~~Sterling Heights Assembly Local 1700, 889 Unit 14 & 412 Unit 51~~
- (16) ~~Chrysler Technology Center Local 889 Unit 2~~
- (17) ~~Chrysler Service Contracts Center Local 889 Unit 4~~
- (18) ~~Center Line Parts Local 1248 & 889 Unit 10~~
- (19) ~~Boston Parts Local 422~~

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- ~~(20) New York Parts Local 3039 & 260~~
- ~~(21) Denver Parts Local 186~~
- ~~(22) Los Angeles Parts Local 230~~
- ~~(23) Chicago Parts Local 1178~~
- ~~(24) Cleveland Parts Local 573~~
- ~~(25) Portland Parts Local 492~~
- ~~(26) Dallas Parts Local 2360~~
- ~~(27) Orlando Parts Local 1649~~
- ~~(28) Marysville Parts Local 375 & 889 Unit 11~~
- ~~(29) Minneapolis Parts Local 125~~
- ~~(30) Milwaukee Parts Local 75~~
- ~~(31) Atlanta Parts Local 868~~
- ~~(32) International Supply Operations Local 889 Unit 12~~
- ~~(33) Detroit Area Nurses Local 412 Unit 57~~
- ~~(34) Product Planning and Development Local 412 Unit 1~~
- ~~(35) Product Planning and Development Local 412 Unit 10~~
- ~~(36) Product Planning and Development Local 412 Unit 11~~
- ~~(37) Product Planning and Development Local 412 Unit 14~~
- ~~(38) Automotive Sales Group Local 412 Unit 32~~
- ~~(39) Chelsea Proving Grounds Local 1284~~
- ~~(40) Arizona Proving Grounds Local 509~~
- ~~(41) Advanced Powertrain Manufacturing Eng. Local 412 Unit 53~~
- ~~(42) Parts Division Local 412 Unit 23~~
- ~~(43) Indiana Transmission Plant I Local 685 & 1302 Units 1 & 3~~
- ~~(44) Connor Avenue Assembly Plant Local 212~~

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(45) ~~Advanced Manufacturing Engineering Local 212 Unit 77~~

(46) ~~Mack I Local 51, 889 Unit 6, & 412 Unit 9~~

(47) ~~Mack II Local 51, 889 Unit 6, & 412 Unit 9~~

(48) ~~Pilot Operations Local 212~~

(49) ~~Warren Parts Local 1248~~

(50) ~~Indiana Transmission Plant II Local 685 & 1302 Units 1 & 3~~

(51) ~~Toledo Assembly Complex Local 12 (Jeep Unit)~~

(52) ~~Global Engine Manufacturing Alliance, LLC (GEMA) Local 723~~

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Pension

(055) Appendix A - Retired Employee's Authorization for Check-off of Dues

APPENDIX A

FORMER EMPLOYEE'S AUTHORIZATION FOR
CHECK-OFF OF UNION DUES

Social Security No. _____

Pension File No. _____

Local Union No. _____

Type or Print Name and Address:

Name _____

Street _____

City State _____

Phone _____

TO: Chrysler Group LLC;

I hereby assign to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (hereinafter referred to as the "Union") from any wages earned or to be earned by me as your employee or as a former employee, including any benefit payable to me, monthly dues in the amount set forth in the blank provided for that purpose below as the "Amount of Monthly Dues Deduction". I authorize and direct that such amounts be deducted from my Cash Balance Plan benefit each month and be remitted to the Union at such times and in such manner as may be agreed upon between you and the Union while this authorization is in effect.

This assignment, authorization and direction shall remain in full force and effect until revoked by my written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement between the Company and the Union which permits or provides for the deduction of Union dues from monthly benefits

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payable to a former employee, this assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended.

Date _____

\$ _____

Amount of Monthly Dues Deduction

(Signature of Former Employee here)

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Pension

GEMA Employee Participation in Cash Balance Plan

October 12, 2011

~~(1) GEMA Employee Participation in Cash Balance Plan~~

International Union, UAW

Attention: ~~General Holiefield~~

Dear Sirs:

Concurrent with these negotiations, the Company and Union discussed issues concerning the possible inclusion of Global Engine Manufacturing Alliance, LLC (GEMA) hourly classified employees in the Agreement between Chrysler Group LLC and the UAW, Production, Maintenance and Parts, dated October 12, 2011. These discussions include the eligibility and conditions relating to GEMA employee participation in any of the various benefit programs that are available to other UAW employees covered under the Chrysler Group LLC UAW National Agreement.

To the extent these discussions result in an agreement to include or exclude GEMA UAW employees in this Cash Balance Plan, the parties agree that this Cash Balance Plan will be appropriately amended to reflect the details of such agreement.

Very truly yours,
CHRYSLER GROUP LLC

By James J. Bante

Accepted and Approved:
INTERNATIONAL UNION, UAW

By General Holiefield

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