INFORMATION DOCUMENT

prepared in accordance with article 70, paragraph 6, of Consob Regulation no. 11971 of May 14, 1999, as subsequently amended
relating to the

CROSS-BORDER MERGER OF FIAT S.P.A. WITH AND INTO FIAT INVESTMENTS N.V. (TO BE RENAMED "FIAT CHRYSLER AUTOMOBILES N.V.")

THE OFFICIAL VERSION OF THIS INFORMATION DOCUMENT WAS PUBLISHED IN ITALIAN ON JULY 17, 2014. THIS TRANSLATION IS PROVIDED SOLELY FOR THE CONVENIENCE OF NON-ITALIAN READERS.

Fiat S.p.A. - Registered Office: Turin, Via Nizza 250 (Italy)

Share Capital: €4,478,421,667.34 – Companies' Register of Turin /Tax code: 00469580013

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Forward-looking statements

This Information Document contains certain forward-looking statements relating to both Fiat S.p.A. and Fiat Investments N.V. (to be renamed "Fiat Chrysler Automobiles N.V.") and their activities subsequent to completion of the Transaction. These statements are not historical fact and are based on current estimates and projections made by the companies party to the Transaction concerning future events and, by their nature, are subject to inherent risks and uncertainties. They relate to events and depend on circumstances that may or may not occur or exist in the future, and, as such, reliance should not be placed on them. Actual results may differ materially from those expressed or implied in such statements as a result of a variety of factors, such as: volatility of commodity prices, changes in general economic conditions, economic growth and other changes in business conditions, changes in government regulation (in Italy or abroad), and many other factors, most of which are outside of the control of the companies party to the Transaction.

SUMMARY CONSOLIDATED AND PER SHARE DATA

The following table provides consolidated financial highlights as of and for the year ended December 31, 2013 for Fiat Group. The Merger will not determine any impact on Fiat Group Consolidated accounts and following effectiveness of the Merger, the business of FCA will be the same business as that of Fiat prior to the Merger. Since incorporation, the activities of FCA have consisted only of preparing for the Merger and it is not expected that the company will carry out any activity of any other nature until the Merger Effective Date. As of the date of this Information Document, FCA has not recorded any significant assets or liabilities.

Following the Merger, FCA will prepare its consolidated financial statements in accordance with IFRS. Under IFRS, the Merger consists of a reorganization of existing legal entities that does not give rise to any change of control, and therefore is outside the scope of application of IFRS 3—Business Combinations. Accordingly, it will be accounted for as an equity transaction with no change in the accounting basis.

The information presented below is taken from the audited Fiat Group - Consolidated Financial Statements at December 31, 2013 approved by Fiat Board of Directors on February 27, 2014.

See Section 4 to this Information Document for financial information for Fiat, as absorbed company.

	Year ended December 31, 2013
(€ million)	
Net revenues	**86,816**
EBIT	**2,972**
Profit/(loss) before taxes	**1,008**
Profit/(loss) for the year	**1,951**
Profit/(loss) for the year attributable to owners of the parent	**904**
Total assets	**86,774**
Equity	**12,584**
Equity attributable to owners of the parent	**8,326**
(per share data in €))	
Per share data	
Basic earnings per share	0.744
Diluted earnings per share	0.736
Equity per share (attributable to owners of the parent)	6.846

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DEFINITIONS

"AFM"	the Netherlands authority for the financial markets (*stichting Autoriteit Financiële Markten*).
"Borsa Italiana"	Borsa Italiana S.p.A., with registered office in Piazza degli Affari 6, Milan, Italy.
"CFC"	U.K. controlled foreign company.
"Chrysler"	Chrysler Group LLC.
"Closing Date"	the date on which the notarial deed in respect of the Merger is executed before a civil law notary, residing in the Netherlands.
"CNHI"	CNH Industrial N.V.
"CNHI Group"	CNHI and its subsidiaries.
"Common Merger Terms"	the common cross-border merger terms relating to the Merger prepared in accordance with article 6 of Legislative Decree 108 and Title 2.7 of the Dutch Civil Code and approved by the Boards of Directors of Fiat and FCA.
"Consob"	the Italian authority for the financial markets and issuers (*Commissione Nazionale per le Società e la Borsa*).
"CTA"	the Italian Consolidated Tax Act.
"Demerger"	the partial proportional de-merger of Fiat S.p.A. in favor of Fiat Industrial of the activities pertaining to the Agricultural and Construction Equipment, Trucks and Commercial Vehicles and to the "Industrial & Marine" division of the FPT Powertrain Technologies sector from the activities related to the Automobiles business as well as to the relevant Components and Production Systems, and effective as of January 1, 2011.
"DTC"	the Depository Trust Company.
"Dutch Civil Code"	the Dutch civil code (*Burgerlijk Wetboek*).
"Electing Common Shares"	FCA Common Shares registered in the Loyalty Register for the purpose of becoming Qualifying Common Shares.
"Election Form"	the election form that will be made available on the Fiat website, which shall be completed, signed and submitted in order to request the allocation of the Special Voting Shares in connection with the Merger.
"Exchange Ratio"	the exchange ratio determined by the Board of Directors of Fiat and the Board of Directors of FCA in connection with the Merger, as better described in the summary of this Information Document.
"Exchange Ratio Reports"	the reports prepared by E&Y and KPMG as to the Exchange Ratio.

"Exor"	Exor S.p.A., with registered office in Via Nizza 250, Turin, Italy.
"E&Y"	Reconta Ernst and Young S.p.A.
"FCA"	Fiat Investments N.V., with registered office in Amsterdam, the Netherlands, and principal executive office at 240 Bath Road, SL1 4DX, Slough, United Kingdom, whose corporate name will be "Fiat Chrysler Automobiles N.V." upon effectiveness of the Merger.
"FCA Common Shares"	the common shares having a nominal value equal to €0.01 in the share capital of FCA.
"FCA Incorporation Date"	April 1, 2014.
"Fiat"	Fiat S.p.A., with registered office in Via Nizza 250, Turin, Italy.
"Fiat Extraordinary Meeting of Shareholders"	the extraordinary session of the general meeting of shareholders of Fiat called for August 1, 2014 for the purposes of approving the Common Merger Terms.
"Fiat Group" or "Group"	Fiat and its subsidiaries prior to the Merger or the successor of Fiat resulting from the Merger and its subsidiaries, as the case may be.
"Information Document"	this information document prepared pursuant to article 70, paragraph 6, of the Issuers' Regulation.
"International Financial Reporting Standards" or "IFRS"	the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and adopted by the European Union – including all interpretations issued by the IFRS Interpretations Committee.
"Issuers' Regulation"	the regulation for issuers adopted by Consob through resolution no. 11971 of May 14, 1999.
"Italian Civil Code"	the Italian civil code adopted through the decree no. 262 of March 16, 1942.
"Italian Financial Act"	the Italian Legislative Decree no. 58 of February 24, 1998.
"KPMG"	KPMG Accountants N.V.
"Legislative Decree 108"	the Italian Legislative Decree no. 108 of May 30, 2008.
"Loyalty Register"	the register kept by or on behalf of FCA for the registration of any Qualifying Common Shares and any Electing Common Shares that would become Qualifying Common Shares if held in such register after an uninterrupted period of at least three years after registration.
"Loyalty Voting Structure"	the special voting share structure, connected with the Special Voting Shares.
"Market Rules"	rules applicable to markets organized and managed by Borsa Italiana applicable as March 3, 2014.

"Master Industrial Agreement"	the master industrial agreement and certain related ancillary agreements entered into with Chrysler.
"Master Transaction Agreement"	the master transaction agreement entered into in April 2009 with Old Carco and adopted by Chrysler.
"Merger" or "Transaction"	the cross-border reverse merger of Fiat with and into FCA.
"Merger Effective Date"	the date of effectiveness of the Merger, *i.e.*, the day following the Closing Date.
"Monte Titoli"	Monte Titoli S.p.A.
"MTA"	the Mercato Telematico Azionario, organized and managed by Borsa Italiana.
"New Articles of Association"	the articles of association in the form of the proposed articles of association attached to the Common Merger Terms to be adopted by FCA upon completion of the Merger.
"NYSE"	the New York Stock Exchange.
"Old Carco"	Old Carco LLC formerly known as Chrysler LLC
"Qualifying Common Shares"	the FCA Common Shares held by the shareholders eligible to receive the Special Voting Shares by virtue of the proper and timely submission of the Election Form upon the Merger which are registered in the Loyalty Register on the occasion of the Merger and continue to be so registered in the name of such shareholder or its loyalty transferee(s) or, following the Merger, after registration of the FCA Common Shares in the Loyalty Register for an uninterrupted period of at least three years in the name of one and the same shareholder or its loyalty transferee(s). For the avoidance of doubt, it is not necessary that specific common shares satisfy the requirements above in order for a number of common shares to qualify as Qualifying Common Shares; accordingly, it is permissible for common shares to be substituted into the Loyalty Register for different common shares without affecting the total number of Qualifying Common Shares or the total number of common shares that would become Qualifying Common Shares after an uninterrupted period of at least three years after registration in the Loyalty Register, held by the shareholder or its loyalty transferee(s).
"Registration Statement"	the registration statement on Form F-4, together with all amendments thereto, filed by FCA with the SEC.
"Regular Trading System"	the regular trading system of FCA Common Shares maintained and operated by DTC, or the direct registration system maintained by the agent of FCA (i.e. the bank, depositary or trust appointed by the Board of Directors of FCA from time to time and in relation to the relevant jurisdiction in which FCA's shares are listed for trading).

"SEC"	the United States Securities and Exchange Commission.
"Special Voting Shares"	the special voting shares having a nominal value of €0.01 each to be issued by FCA to those eligible shareholders of Fiat who elect to receive such special voting shares upon completion of the Merger or thereafter in accordance with the New Articles of Association and the Terms and Conditions of the Special Voting Shares.
"Terms and Conditions of the Special Voting Shares"	the terms and conditions that apply to the issuance, allocation, acquisition, holding repurchase and transfer of Special Voting Shares.

SUMMARY

Disclaimer

This summary should be read as introduction to the Information Document (as defined below).

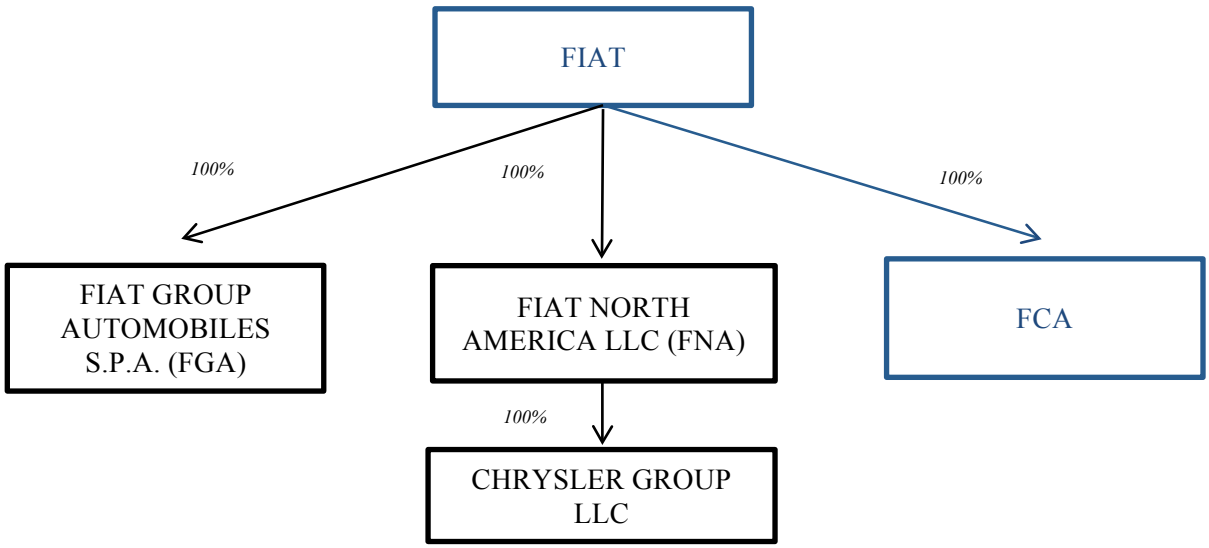
Should a claim relating to the information contained in the Information Document be brought before a court of another Member State, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Information Document before the legal proceedings are initiated.

Introduction

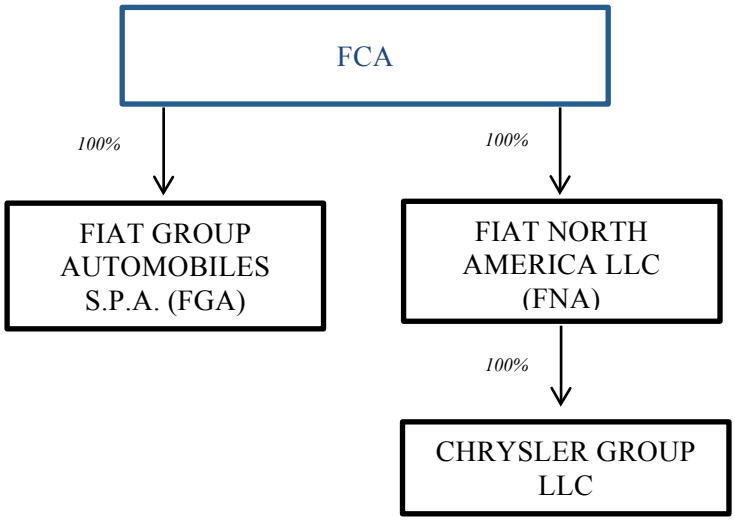
This information document (the "**Information Document**") has been prepared by Fiat S.p.A. ("**Fiat**") in accordance with article 70, paragraph 6, of the regulation for issuers adopted by Consob through resolution no. 11971 of May 14, 1999 (the "**Issuers' Regulation**") to provide Fiat's shareholders and the market with an overview of the proposed reorganization of the Fiat group (Fiat and its subsidiaries prior to the Transaction, or FCA and its subsidiaries, including Chrysler Group LLC ("**Chrysler**"), upon completion of the Transaction, are defined as the "**Fiat Group**" or the "**Group**") consisting of a cross-border reverse merger by absorption (the "**Merger**" or the "**Transaction**") of Fiat with and into Fiat Investments N.V., a wholly-owned direct subsidiary of Fiat organized under the laws of the Netherlands, which will be renamed "Fiat Chrysler Automobiles N.V." upon the effectiveness of the Merger ("**FCA**"), becoming the new holding company of the Group.

The Merger qualifies as a cross-border merger within the meaning of the provisions of EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies, implemented for Dutch law purposes under Title 2.7 of the Dutch Civil Code (the "**Dutch Civil Code**") and for Italian law purposes by the legislative decree no. 108 of May 30, 2008 (the "**Legislative Decree 108**").

Below is the shareholders' structure of, among the others, the main companies involved in the reorganization process:



As a result of the Merger, Fiat will be merged with and into FCA. Below is the shareholders' structure of the Group following completion of the Merger in relation to the companies involved in the reorganization:



1. The Transaction

Corporate actions

As far as the Merger is concerned:

(a) the common cross-border merger terms relating to the Merger (the "**Common Merger Terms**") were approved on June 15, 2014 by the Board of Directors of Fiat and on May 27, 2014 by the Board of Directors of FCA;

(b) the Common Merger Terms (together with all the relevant annexes) were filed with the Companies' Register of Turin on June 23, 2014 and registered on June 26, 2014, for Italian law purposes;

(c) the Common Merger Terms (together with all the relevant annexes) were filed with the Dutch Trade Register on June 20, 2014 and communicated to the public in the Netherlands through a notice on the newspaper *Het Financieele Dagblad* and on the Dutch State Gazette, on July 11, 2014 for Dutch law purposes; the one-month period established in connection with the possible opposition by creditors to the Merger under Section 2:316 of the Dutch Civil Code started upon the publication of the above mentioned notices.

The Common Merger Terms will be submitted to Fiat shareholders for approval at the extraordinary session of the shareholders' meeting called for August 1, 2014 (the "**Fiat Extraordinary Meeting of Shareholders**") and to Fiat, as the sole shareholder of FCA, for approval at the extraordinary general meeting of shareholders of FCA. The term established under Italian law in connection with the opposition by Fiat creditors to the Merger is 60 days from the date of registration of the relevant extraordinary shareholders' meeting resolution with the Companies' Register of Turin.

The Exchange Ratio

In connection with the Merger, on the Merger Effective Date each Fiat shareholder shall receive one (1) newly allotted FCA Common Share (having a nominal value of €0.01 each) (each, an "**FCA Common Share**") for each ordinary share held in Fiat (having a nominal value of €3.58 each) (the "**Exchange Ratio**"). No other payments shall be made pursuant to the Exchange Ratio in connection with the Merger.

The Exchange Ratio, approved by the boards of directors of Fiat and FCA, was examined for the purpose of the issuance of the opinion on its fairness by the experts appointed by Fiat and FCA pursuant to Section 2:328 of the Dutch Civil Code. For further information on the Exchange Ratio, please refer to Section 2.1.2.3 below.

Conditions precedent

If the Merger is approved by the Fiat Extraordinary Meeting of Shareholders, it will remain subject to certain closing conditions that are not yet satisfied as of the date of this Information Document, as follows:

(i) approval for listing of the FCA Common Shares on the New York Stock Exchange ("**NYSE**"), subject only to the official notice of issuance;
(ii) no injunction or restraint of a governmental entity of competent jurisdiction that prohibits or makes illegal the consummation of the Merger; and
(iii) the amount of cash, if any, required to be paid to (a) Fiat shareholders exercising cash exit rights under Italian law, and/or (b) creditors exercising their creditor opposition rights, shall not exceed in the aggregate €500 million.

For further information on the conditions precedent to the Transaction, please refer to Section 2.1.2.1 below.

Reasons for the Transaction

The main purpose of the Merger is to better reflect the increasingly global nature of the Group's business, enhance its appeal to international investors and facilitate the listing and trading of FCA Common Shares on the NYSE, taking into account the recently completed acquisition by Fiat, through a subsidiary, of the approximately 41.5% interest in Chrysler that it did not already own.

The Fiat Board of Directors believes that an Italian holding company and a sole Italian listing are no longer optimal for the increasingly global character of the Group's business also in the light of the capital markets needs of the business. The reorganization, of which the Merger forms a part, is expected to:

- create a well-established, investor friendly corporate form that will improve flexibility in raising capital or making strategic acquisitions or investments in the future;
- enhance the access to capital with the dual listing on the NYSE and the MTA that will improve the liquidity of the shares, as well as provide the ability to access a deeper pool of equity and debt financing sources; and
- increase the strategic flexibility of the Group to pursue attractive acquisition and strategic investments opportunities and reward long-term shareholding.

For further information as to the reasons for the Transaction, please refer to Section 2.2 below.

2. The issuer

FCA has its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands.

As of the date of this Information Document, the subscribed and paid-in share capital of FCA totaled €350,000.00, consisting of 35,000,000 common shares having a nominal value of €0.01 each.

As provided for by Section 6.1 of the Common Merger Terms, all 35,000,000 FCA shares currently held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat that are held by Fiat at the time of completion of the Merger will not be cancelled in accordance with Section 2:325, paragraph 3, of the Dutch Civil Code, but will continue to exist as FCA Common Shares held by FCA in treasury. According to Dutch law and the New Articles of Association (as defined below), FCA Common Shares held in treasury are not entitled to any distribution or voting rights. These treasury shares may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations. FCA may carry out such transactions for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger.

In addition, following the Merger, newly-issued FCA Common Shares and/or FCA Common Shares held in treasury may also be used to service certain incentive plans, approved by FCA prior to or after the Merger Effective Date, for the benefit of certain FCA's directors and employees.

The FCA Common Shares which will be allocated to the shareholders of Fiat in connection with the Merger will be issued on the Merger Effective Date following the execution of the notarial deed to consummate the Merger, by operation of law.

Upon the Merger becoming effective, the authorized share capital of FCA will be equal to € 40,000,000.00 divided into 2,000,000,000 FCA Common Shares and 2,000,000,000 Special Voting Shares, all having a nominal value of €0.01 each.

Upon completion of the Merger, FCA's articles of association, which include the new corporate name to be adopted by FCA, "Fiat Chrysler Automobiles N.V.", will be in the form of the proposed articles of association attached to the Common Merger Terms as Schedule 4 (the "**New Articles of Association**").

FCA Common Shares shall be registered shares represented by an entry in the share register of FCA. FCA's Board of Directors may determine that, for the purpose of trading and transfer of shares on a foreign stock exchange, such share certificates shall be issued in such form as shall comply with the requirements of such foreign stock exchange. A register of shareholders will be maintained by FCA in the Netherlands and a branch register will be maintained in the U.S. on FCA's behalf by the transfer agent in the United States (*i.e.*, Computershare US) and in Italy (*i.e.*, Computershare S.p.A., previously named Servizio Titoli S.p.A., Turin branch office, Via Nizza 262/73).

Beneficial interest in FCA Common Shares that are traded on the NYSE will be held through the book-entry system provided by the Depository Trust Company ("**DTC**") and will be registered in FCA's register of shareholders in the name of Cede & Co., as DTC's nominee. Beneficial interests in the FCA Common Shares traded on the MTA (subject to approval to listing by Borsa Italiana) will be held through Monte Titoli S.p.A. ("**Monte Titoli**"), as a participant of DTC.

As of the date of this Information Document, the members of FCA's Board of Directors are as follows:

Name	**Position**
Sergio Marchionne	Executive director and CEO
Richard K. Palmer	Executive director
Derek J. Neilson	Non-executive director

Before completion of the Merger, a new Board of Directors of FCA will be appointed by FCA shareholders' meeting.

It is to be noted that no financial information relating to FCA is presented in this Information Document in light of the fact that FCA has had no operations since the date of its incorporation other than activities in preparation for the Transaction. The first financial year of FCA will end on December 31, 2014 and, therefore, as of the date of this Information Document no financial statements yet have been adopted.

FCA Common Shares

As already described, based on the Exchange Ratio, Fiat shareholders will receive one (1) FCA Common Share for each ordinary share held in Fiat.

The rights pertaining to current Fiat shareholders (becoming FCA shareholders) will change upon effectiveness of the Merger in light of the fact that FCA will be a Dutch company governed by Dutch law and the New Articles of Association. For further information as to the rights attached to FCA Common Shares, please refer to Section 2.1.1.3 below and to the appendix to this Information Document containing the summary comparison of (a) the current rights of Fiat shareholders under Italian law and Fiat by-laws; and (b) the rights Fiat shareholders will have as FCA shareholders upon the effectiveness of the Merger under Dutch law and the New Articles of Association.

As to the tax consequences for Fiat shareholders of owning FCA Common Shares and participating in the Loyalty Voting Structure, please refer to Section 2.1.1.3 below.

FCA Common Shares are freely transferable. However, a transfer or disposal by an FCA shareholder of Electing Common Shares or Qualifying Common Shares requires deregistration from the Loyalty Register and all related Special Voting Shares held by such shareholder shall then be transferred to FCA for no consideration.

Special Voting Shares

In order to foster the development and continued involvement of a core base of long-term shareholders in a manner that reinforces the Group's stability, as well as providing FCA enhanced flexibility in pursuing strategic opportunities in the future, the New Articles of Association provide for a special-voting structure that rewards shareholder loyalty (the "**Loyalty Voting Structure**"). The purpose of the Loyalty Voting Structure is to reward long-term ownership of FCA Common Shares and promote stability of the FCA shareholders-base by granting long-term FCA shareholders with Special Voting Shares to which one voting right is attached additional to the one granted by each FCA Common Share that they hold.

As explained in the Common Merger Terms and its annexes, FCA will issue Special Voting Shares with a nominal value of €0.01 each to those shareholders of Fiat or, following the completion of the Merger, FCA shareholders, as the case may be, who are eligible for and elect to receive such Special Voting Shares upon completion of the Merger or following the completion of the Merger pursuant to the Terms and Conditions of the Special Voting Shares.

The Special Voting Shares have immaterial economic entitlements. The purpose of the Special Voting Shares is to grant long-term FCA shareholders an extra voting right by means of granting an additional Special Voting Share, without granting such shareholders with any economic rights additional to the ones pertaining to the FCA Common Shares. However, as a matter of Dutch law, such Special Voting Shares cannot be fully excluded from economic entitlements. Therefore, the New Articles of Association provide that only a minimal dividend accrues to the Special Voting Shares, which is not distributed, but allocated to a separate special dividend reserve. From the profits shown in the adopted annual accounts the FCA Board of Directors shall determine the amount to be reserved. The profits remaining after such reservation shall be applied to allocate and add an amount of 1% of the aggregate nominal value of all outstanding Special Voting Shares to the Special Voting Shares dividend reserve. Such special dividend reserve can only be distributed or released pursuant to a prior proposal from the Board of Directors of FCA and a subsequent resolution of the meeting of holders of Special Voting Shares. The meeting of holders of Special Voting Shares meets as often as the Board of Directors of FCA calls it; however, there are no rights granted to this particular meeting other than the right to resolve upon the distribution of the special voting shares dividend reserve. The Special Voting Shares do not carry any entitlement to any other reserve.

Special Voting Shares are transferable exclusively in very limited circumstances, as described below, and are not admitted to listing. No shareholder shall, directly or indirectly: (a) sell, dispose of or transfer any Special Voting Share or otherwise grant any right or interest therein; or (b) create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over any Special Voting Share or any interest in any Special Voting Share.

In light of the fact that FCA shares (both FCA Common Shares and Special Voting Shares) are issued under Dutch law, any matter relating to these shares will be governed under Dutch law, the New Articles of Association and the Terms and Conditions of the Special Voting Shares. The Special Voting Shares are as such not specifically regulated under Dutch law. The Special Voting Shares are a separate class of shares in the share capital of FCA. The Special Voting Shares are issued pursuant to the principles of Dutch law that also apply to issuance of the common shares in the share capital of FCA.

1. RISK FACTORS

Following is a brief description of risks and uncertainties relating to the Transaction described in this Information Document that could potentially have a significant impact on the activities of Fiat and the Fiat Group. In addition, an update is provided to the general risks and uncertainties for the Fiat Group published in the Fiat Group Consolidated Financial Statements at December 31, 2013, as well as those contained in the base prospectus for the Global Medium Term Note program published by Fiat on March 14, 2014.

Other risks and uncertainties, which are currently unforeseeable or considered to be unlikely, could also have a significant influence on the operating performance, financial position and future prospects of the Fiat Group.

1.1 MAIN RISKS AND UNCERTAINTIES RELATING TO THE ISSUER AND THE GROUP

1.1.1 Risks associated with the change of the nationality of the issuer

At the effective time of the Merger, each outstanding Fiat ordinary share will be converted into one FCA Common Share. As of such time, Fiat shareholders will no longer be holders of Fiat ordinary shares, but will instead be holders of FCA Common Shares. There are certain differences between their current rights as holders of Fiat ordinary shares and the rights to which they will be entitled as holders of FCA Common Shares and protections granted under Italian law to current Fiat shareholders may not be available (or, in any case, differ) under Dutch law.

For further information on the differences between the current rights of Fiat shareholders and the rights to which they will be entitled as FCA holders of FCA Common Shares, please see the appendix to this Information Document.

1.1.2 Risks associated with the outstanding indebtedness of the Group

As of December 31, 2013, the Group had an aggregate indebtedness of €29.9 billion, of which €26.5 billion relating to industrial activities (net of financial receivables from financial services companies) and €3.4 billion relating to financial services companies. Total liquidity (cash and cash equivalents and current securities) amounted to €19.7 billion. Net debt (gross indebtedness less liquidity) related to financial services activities, amounting to €3.1 billion at December 31, 2013, supports customer and dealer financing activity (the relevant portfolio of receivables from financing exceeded €3.5 billion as of December 31, 2013); in 2013, interest income and other financial income of financial services companies amounted to €239 million, while interest charges and other financial charges relating to those companies amounted to €190 million. Net debt related to industrial activities amounted to €6.6 billion at December 31, 2013; in 2013, net interest (income)/charges and other financial charges of industrial activities amounted to €1,964 million. At December 31, 2013 total equity was €12,584 million, including non-controlling interests.

The Group's future performance will depend on, among other things, its ability to finance debt repayment obligations and planned investments from operating cash flow, available liquidity, the renewal or refinancing of existing bank loans and/or facilities and possible access to capital markets or other sources of financing. Although the Group has measures in place that are designed to ensure that adequate levels of working capital and liquidity are maintained, declines in sales volumes could have a negative impact on the cash-generating capacity of its operating activities.

The extent of the Group's indebtedness could have important consequences on its operations and financial results, including:

- the Group may not be able to secure additional funds for working capital, capital expenditures, debt service requirements or general corporate purposes;
- the Group may need to use a portion of its projected future cash flow from operations to pay principal and interest on its indebtedness, which may reduce the amount of funds available to the Group for other purposes;
- the Group may be more financially leveraged than some of its competitors, which could put it at a competitive disadvantage; and
- the Group may not be able to adjust rapidly to changing market conditions, which may make it more vulnerable to a downturn in general economic conditions or its business.

The Group manages liquidity risk by monitoring cash flows and keeping an adequate level of funds at its disposal. The operating cash flows, main funding operations and liquidity of the Fiat Group excluding Chrysler are centrally managed with the aim of ensuring effective and efficient management of the Group's funds. Chrysler currently manages its liquidity independently. Additionally, as part of its activities the Group regularly carries out funding operations on the various financial markets which may take on different technical forms and which are aimed at ensuring that it has an adequate level of current and future liquidity.

The continuation of a difficult economic situation in the markets in which the Group operates and the uncertainties that characterize the financial markets necessitate giving special attention to the management of liquidity risk. In that sense measures taken to generate funds through operations and to maintain a conservative level of available liquidity are an important factor for ensuring operational flexibility and addressing strategic challenges over the next few years.

Among the anticipated benefits of the corporate reorganization announced in January 2014 is the expected reduction in funding costs over time due to improved debt capital markets positioning of the combined entity. However, the Group may not recognize these benefits for some time. Certain of Chrysler's bond issuances and financing agreements contain limitations to the centralized management of treasury activities. The Group expects to maintain its existing capital structure until it becomes appropriate or advisable to repay such obligations.

In addition, one of Fiat's existing revolving credit facilities, expiring in July 2016, provides some limits on Fiat's ability to provide financial support to Chrysler.

Therefore even after the acquisition of the approximately 41.5% interest in Chrysler that Fiat did not already own, Chrysler continues to manage financial matters, including funding and cash management, separately.

Some of the circumstances and risks described may delay or reduce the expected cost savings from the future funding structures and the expected cost savings may not be achieved in full or at all.

Fiat has not provided guarantees or security or undertaken any other similar commitment in relation to any financial obligation of Chrysler, nor does it have any commitment to provide funding to Chrysler in the future.

However, certain bonds issued by Fiat include covenants that may be affected by circumstances related to Chrysler. In particular, these bonds include cross-default clauses which may accelerate the relevant issuer's obligation to repay its bonds in the event that a "material subsidiary" of Fiat fails to pay certain debt obligations on maturity or is otherwise subject to an acceleration in the maturity of any of those obligations. Chrysler is a "material subsidiary" and certain of its subsidiaries may become material subsidiaries of Fiat within the meaning of those bonds.

Therefore, these cross-default provisions could require early repayment of the Notes or those bonds in the event Chrysler's debt obligations are accelerated or are not repaid at maturity. There can be no assurance that the obligation to accelerate the repayment by Chrysler of its debts will not arise or that it will be able to pay its debt obligations when due at maturity.

1.1.3 Risks associated with currency and interest rate fluctuations and credit exposure

As a multinational group that has operations throughout the world, the Group is exposed to market risks from fluctuations in foreign currency exchange and interest rates.

The exposure to foreign currency risk arises both in connection with the geographical distribution of the Group's manufacturing activities compared to the markets in which it sells its products, resulting in cash flows from sales being denominated in currencies different from those connected to purchases or production activities. In 2013, the total trade flows exposed to currency risk amounted to the equivalent of 13% of the Group's turnover.

The exposure to interest rate risk arises from the need to fund industrial and financial operating activities and the necessity to deploy surplus funds. Changes in market interest rates may have the effect of either increasing or decreasing the Group's net profit/(loss), thereby indirectly affecting the costs and returns of financing and investing transactions.

The Group regularly assesses its exposure to interest rate and foreign currency risk and manages those risks through the use of derivative financial instruments in accordance with its established risk management policies.

The Group's policy permits derivatives to be used only for managing the exposure to fluctuations in exchange and interest rates connected with future cash flows and assets and liabilities, and not for speculative purposes.

With reference to currency risk, it is the Group's policy to hedge fully the exposure resulting from receivables, payables and securities denominated in foreign currencies different from the company's functional currency. Furthermore, it is the Group's policy to use derivative financial instruments to hedge a certain percentage, on average between 55% and 85%, of the forecast trading transaction exchange risk exposure for the coming 12 months (including such risk beyond that date where it is believed to be appropriate in relation to the characteristics of the business) and to hedge completely the exposure resulting from firm commitments. At December 31, 2013, the notional amount of outstanding derivative financial instruments for currency risk management (including derivatives which jointly hedge currency and interest risk) was €12.8 billion.

With reference to interest rate risk, the industrial companies and treasuries of the Group make use of external funds obtained in the form of financing and invest in monetary and financial market instruments. In addition, the financial services companies provide loans (mainly to customers and dealers), financing themselves using various forms of direct debt or asset-backed financing (e.g. securitization of receivables). Where the characteristics of the variability of the interest rate applied to loans granted differ from those of the variability of the cost of the financing obtained, changes in the current level of interest rates can affect the operating profit/(loss) of those companies and the Group as a whole. In order to manage these risks, the Group uses interest rate derivative financial instruments with the object of mitigating, under economically acceptable conditions, the potential variability of interest rates on net profit/(loss). At December 31, 2013, the notional amount of outstanding derivative financial instruments for interest rate risk management was €2.5 billion.

Finally, the Group's financial services activities are also subject to the risk of insolvency of dealers and end customers, as well as unfavorable economic conditions in markets where these activities are carried out. The Group seeks to mitigate said risk of insolvency through credit policies applied to dealers and end customers. In addition, the Group also obtains financial and non-financial guarantees for risks arising from credit granted for the sale of commercial vehicles and agricultural and construction equipment. These guarantees are further strengthened where possible by retention of title clauses or specific guarantees on financed vehicle sales to the sales network and on vehicles assigned under finance lease agreements.

1.1.4 Risks associated with the credit ratings of the companies participating in the Merger

The Group's ability to access the capital markets or other forms of financing and the related costs depend, among other things, on the Group's credit ratings. Following downgrades by the major rating agencies, Fiat is currently rated below investment grade, with corporate credit ratings of B1 with a stable outlook from Moody's France S.A.S., BB- with a stable outlook from Standard & Poor's Credit Market Services Italy S.r.l. and BB- with negative outlook from Fitch Ratings Espana S.A.U.

The rating agencies review these ratings regularly and, accordingly, new ratings may be assigned to Fiat in the future. It is not currently possible to predict the timing or outcome of any ratings review. Any downgrade may increase the Group's cost of capital and potentially limit its access to sources of financing, with a consequent material adverse effect on the Group's business prospects, earnings and financial position.

In addition, the ratings agencies may separately review and rate Chrysler on a stand-alone basis and it is possible that Fiat's credit ratings may not benefit from any improvements in Chrysler's credit ratings or that a deterioration in Chrysler's credit ratings could result in a negative rating review of Fiat.

1.1.5 Risks associated with the inability of the Group to realize anticipated benefits from any acquisitions and challenges associated with strategic alliances

The Group may engage in acquisitions or enter into, expand or exit from strategic alliances which could involve risks that may prevent the Group from realizing the expected benefits of the transactions or the achievement of strategic objectives. Possible risks are as follows:

- technological and product synergies, economies of scale and cost reductions not occurring as expected;
- unexpected liabilities;
- incompatibility in processes or systems;
- unexpected changes in laws or regulations;
- inability to retain key employees;
- inability to source certain products;
- increased financing costs and inability to fund such costs;
- significant costs associated with terminating or modifying alliances; and
- problems in retaining customers and integrating operations, services, personnel, and customer bases.

If problems or issues were to arise among the parties to one or more strategic alliances for managerial, financial, or other reasons, or if such strategic alliances or other relationships were terminated, the Group's product lines, businesses, financial position, and results of operations could be adversely affected.

1.1.6 Risks associated with the Group's pension plans and other post-employment obligations

The Group's defined benefit plans are currently underfunded. As of December 31, 2013, defined pension plans were underfunded by approximately €4.2 billion (€4.0 billion of which relates to Chrysler's defined benefit pension plans). The funded status is the difference between the present value of the defined benefit obligation and the fair value of related assets, in case of funded plans (plans managed by a separate fund, "trust").

To the extent that the Group's obligations under a plan are unfunded or underfunded, the Group will have to use cash flows from operations and other sources to pay its obligations as they become due.

The Group's pension funding obligations may increase significantly if the investment performance of plan assets does not keep pace with benefit payment obligations. Mandatory funding obligations may increase because of lower than anticipated returns on plan assets, whether as a result of overall weak market performance or particular investment decisions, changes in the level of interest rates used to determine required funding levels, changes in the level of benefits provided for by the plans, or any changes in applicable law related to funding requirements. The Group's defined benefit plans currently hold significant investments in equity and fixed income securities, as well as investments in less liquid instruments such as private equity, real estate and certain hedge funds. Due to the complexity and magnitude of certain investments, additional risks may exist, including significant changes in investment policy, insufficient market capacity to complete a particular investment strategy and an inherent divergence in objectives between the ability to manage risk in the short term and the ability to quickly rebalance illiquid and long-term investments.

To determine the appropriate level of funding and contributions to the Group's defined benefit plans, as well as the investment strategy for the plans, the Group is required to make various

assumptions, including an expected rate of return on plan assets and a discount rate used to measure the obligations under defined benefit pension plans. Interest rate increases generally will result in a decline in the value of investments in fixed income securities and the present value of the obligations. Conversely, interest rate decreases will generally increase the value of investments in fixed income securities and the present value of the obligations.

Any reduction in the discount rates or the value of plan assets, or any increase in the present value of obligations, may increase the Group's pension expenses and required contributions and, as a result, could constrain liquidity and materially adversely affect the Group's financial condition and results of operations. If the Groups fails to make required minimum funding contributions, it could be subject to reportable event disclosure to the U.S. Pension Benefit Guaranty Corporation, as well as interest and excise taxes calculated based upon the amount of any funding deficiency.

With Fiat's ownership in Chrysler now equal to 100%, Fiat may become subject to certain US legal requirements making it secondarily responsible for a funding shortfall in certain of Chrysler's pension plans in the event these pension plans were terminated and Chrysler were to become insolvent.

1.1.7 Risks associated with covenants in the Group's debts agreements

The financial Group's indebtedness mainly consists of issuance of bonds and credit agreements.

The majority of the Group's outstanding indebtedness (including indentures and other credit agreements) to which companies in the Group are a party, contain customary negative covenants that restrict the ability of companies in the Group to, among other things:

- incur additional debt;
- make certain investments;
- enter into certain types of transactions with affiliates;
- sell certain assets or merge with or into other companies;
- use assets as security in other transactions; and
- enter into sale and leaseback transactions.

In particular, the bonds issued by the Group contain commitments of the issuer, and in certain cases commitments of Fiat in its capacity as guarantor, which are typical of international practice for bond issues of this type, such as in particular, negative pledges, *pari passu* and cross default clauses. A breach of these commitments can lead to the early repayment of the issued notes.

In addition, the agreements for the bonds guaranteed by Fiat contain clauses which could lead to early repayment if there is a change of control of Fiat associated with a downgrading by a ratings agency.

The Group intends to repay the issued bonds in cash at due date by utilizing available liquid funds. In addition, Group companies may from time to time buy back bonds on the market that have been issued by the Group, also for the purposes of cancellation. Such buy backs, if made, depend upon market conditions, the financial situation of the Group and other factors which could affect such decisions.

A € 2.1 billion syndicated revolving credit line, expiring in July 2016, is available to the Group treasury companies (excluding Chrysler) and was undrawn at December 31, 2013. The facility contains typical covenants for contracts of this type and size, such as financial covenants (Net Debt/EBITDA and EBITDA/Net Interest ratios related to industrial activities) and negative pledge, *pari passu*, cross default and change of control clauses. Similar covenants are contemplated for

loans granted by the European Investment Bank for a total of €1.1 billion, in order to fund the Group's investments and research and development costs. In addition, the above syndicated credit facility, currently includes limits on the ability to extend guarantees or loans to Chrysler.

The Senior Credit Agreement of Chrysler includes negative covenants, including but not limited to: (i) limitations on incurrence, repayment and prepayment of indebtedness; (ii) limitations on incurrence of liens; (iii) limitations on making certain payments; (iv) limitations on transactions with affiliates, swap agreements and sale and leaseback transactions; (v) limitations on fundamental changes, including certain asset sales and (vi) restrictions on certain subsidiary distributions. In addition, the Senior Credit Agreement requires Chrysler to maintain a minimum ratio of "borrowing base" to "covered indebtedness" (each as defined in the Senior Credit Agreement), as well as a minimum liquidity of U.S.$3.0 billion, which includes any undrawn amounts on the U.S.$ 1.3 billion Revolving Credit Facility (which matures on May 2016 and which was fully undrawn at December 31, 2013).

The failure to comply with these covenants, in certain cases if not suitably remedied, can lead to the requirement to make early repayment of the outstanding loans.

1.1.8 Risks associated with the Group's ability to achieve cost reductions and to realize production efficiencies

The Group is continuing to implement a number of cost reduction and productivity improvement initiatives in the Group's operations, for example, by increasing the number of vehicles that are based on common platforms, reducing dependence on sales incentives offered to dealers and consumers, leveraging purchasing capacity and volumes and implementing World Class Manufacturing, or WCM, principles. WCM principles are intended to eliminate waste of all types, and improve worker efficiency, productivity, safety and vehicle quality as well as worker flexibility and focus on removing capacity bottlenecks to maximize output when market demand requires without having to resort to significant capital investments. As part of the Group's Business Plan, the Group plans to continue its efforts to extend its WCM programs into all of the Group's production facilities and benchmark across all of its facilities around the world, which is supported by Chrysler's January 2014 memorandum of understanding with the UAW. The Group's future success depends upon its ability to implement these initiatives successfully throughout its operations. While some productivity improvements are within the Group's control, others depend on external factors, such as commodity prices, supply capacity limitations, or trade regulation. These external factors may make it more difficult to reduce costs as planned, and the Group may sustain larger than expected production expenses, materially affecting the Group's business and results of operations. Furthermore, reducing costs may prove difficult due to the need to introduce new and improved products in order to meet consumer expectations.

1.1.9 Risks associated with pending legal proceedings

The Group is involved in various product liability, warranty, product performance, asbestos, personal injury, environmental claims and lawsuits, governmental investigations, antitrust, intellectual property and other legal proceedings including those that arise in the ordinary course of business. The Group estimates such potential claims and contingent liabilities and, where appropriate, records provisions to address these contingent liabilities. The ultimate outcome of the legal matters pending against the Group is uncertain, and although such claims, lawsuits and other legal matters are not expected individually to have a material adverse effect on the Group's financial condition or results of operations, such matters could have, in the aggregate, a material adverse effect on the Group's financial condition or results of operations. In particular, as of December 31, 2013, contingent liabilities estimated by the Group amounted to approximately €100 million (compared to approximately €100 million as of December 31, 2012), for which no provisions have been recognized since an outflow of resources is not considered probable at the present moment. The provision "Legal proceedings and other disputes" represents management's best estimate of the liability to be recognized by the Group with regard to: (i) legal proceedings arising in the ordinary course of business with dealers, customers, suppliers or regulators (such as contractual or patent disputes), (ii) legal proceedings involving claims with active and former employees and (iii) legal proceedings involving different tax authorities. This provision amounts to €545 million as of December 31, 2013 (€528 million as of December 31, 2012).

Furthermore, the Group could in the future be subject to judgments or enter into settlements of lawsuits and claims that could have a material adverse effect on its results of operations in any particular period. In addition, while the Group maintains insurance coverage with respect to certain claims, it may not be able to obtain such insurance on acceptable terms in the future, if at all, and any such insurance may not provide adequate coverage against any such claims.

1.1.10 Risks associated with the significant need of financial resources required to develop and commercialize vehicles incorporating sustainable technologies for the future

The Group's product strategy is driven by the objective of achieving sustainable mobility by reducing the environmental impact of vehicles over their entire life cycle. The Group therefore intends to continue investing capital resources to develop new sustainable technology. The Group aims to increase the use of alternative fuels, such as natural gas, by continuing to offer a complete range of dual-fuel passenger cars and commercial vehicles. Additionally, the Group plans to continue developing alternative propulsion systems, particularly for vehicles driven in urban areas (such as the zero-emission Fiat 500e).

In many cases, technological and cost barriers limit the mass-market potential of sustainable natural gas and electric vehicles. In certain other cases the technologies that the Group plans to employ are not yet commercially practical and depend on significant future technological advances by the Group and by suppliers. There can be no assurance that these advances will occur in a timely or feasible manner, that the funds the Group has budgeted or expended for these purposes will be adequate, or that the Group will be able to obtain rights to use these technologies. Further, the Group's competitors and others are pursuing similar technologies and other competing technologies and there can be no assurance that they will not acquire similar or superior technologies sooner than the Group will or on an exclusive basis or at a significant price advantage.

1.1.11 Risks associated with employees relationships

Substantially all of the Group's production employees are represented by trade unions, are covered by collective bargaining agreements and/or are protected by applicable labor relations regulations that may restrict the Group's ability to modify operations and reduce costs quickly in response to changes in market conditions. These and other provisions in the Group's collective bargaining agreements may impede its ability to restructure its business successfully to compete more effectively, especially with those automakers whose employees are not represented by trade unions or are subject to less stringent regulations, which could have a material adverse effect on the Group's financial condition and results of operations.

1.1.12 Risks associated with suppliers relationships

The Group purchases raw materials and components from a large number of suppliers and depends on services and products provided by companies outside the Group. Close collaboration between an original equipment manufacturer, or OEM, and its suppliers is common in the automotive industry, and although this offers economic benefits in terms of cost reduction, it also means that the Group depends on its suppliers and is exposed to the possibility that difficulties, including those of a financial nature, experienced by those suppliers (whether caused by internal or external factors) could have a material adverse effect on the Group's financial condition and results of operations.

1.1.13 Risks associated with increases in costs, disruption of supply or shortage of raw materials

The Group uses a variety of raw materials in its business including steel, aluminum, lead, resin and copper, and precious metals such as platinum, palladium and rhodium, as well as energy. The prices for these raw materials fluctuate, and market conditions can affect the Group's ability to manage its cost of sales over the short term. The Group seeks to manage this exposure, but it may not be successful in managing its exposure to these risks. Substantial increases in the prices for raw materials would increase the Group's operating costs and could reduce profitability if the increased costs cannot be offset by changes in vehicle prices, or countered by productivity gains. In particular, certain raw materials are sourced from a limited number of suppliers and from a limited number of countries. The Group cannot guarantee that it will be able to maintain arrangements with these suppliers that assure access to these raw materials, and in some cases this access may be affected by factors outside of the Group's control and the control of its suppliers. For instance, natural or man-made disasters or civil unrest may have severe and unpredictable effects on the price of certain raw materials in the future.

As with raw materials, the Group is also at risk for supply disruption and shortages in parts and components for use in its vehicles for many reasons including, but not limited to tight credit markets or other financial distress, natural or man-made disasters, or production difficulties.

The Group will continue to work with suppliers to monitor potential disruptions and shortages and to mitigate the effects of any emerging shortages on its production volumes and revenues. However, there can be no assurances that these events will not have an adverse effect on its production in the future, and any such effect may be material.

Any interruption in the supply or any increase in the cost of raw materials, parts, components and systems could negatively impact the Group's ability to achieve its vehicle sales objectives and profitability. Long-term interruptions in supply of raw materials, parts, components and systems may result in a material impact on vehicle production, vehicle sales objectives, and profitability. Cost increases which cannot be recouped through increases in vehicle prices, or countered by productivity gains, may result in a material impact on the Group's financial condition and/or results of operations.

The Group has entered into derivative contracts for certain commodities to hedge its exposure to commodity price risk associated with buying raw materials and energy used in its normal operations.

In connection with the commodity price derivative contracts outstanding at December 31, 2013, a hypothetical 10% increase in the price of the commodities at that date would have caused a fair value loss of €45 million (€51 million at December 31, 2012).

1.1.14 Risks associated with the failure to adequately protect the Group's intellectual property rights

The Group's success depends, in part, on its ability to protect its intellectual property rights. If the Group fails to protect its intellectual property rights, others may be able to compete against the Group using intellectual property that is the same as or similar to the Group's intellectual property. In addition, there can be no guarantee that the Group's intellectual property rights are sufficient to provide the Group with a competitive advantage against others who offer products similar to those of the Group. Despite its efforts, the Group may be unable to prevent third parties from infringing its intellectual property and using its technology for their competitive advantage. Any such infringement and use could adversely affect the Group's business, financial condition or results of operations.

The laws of some countries in which the Group operates do not offer the same protection of its intellectual property rights as do the laws of the U.S. or Europe. In addition, effective intellectual property enforcement may be unavailable or limited in certain countries, making it difficult for the Group to protect its intellectual property from misuse or infringement there. The Group's inability to protect its intellectual property rights in some countries may harm its business, financial condition or results of operations.

1.1.15 Risks associated with the operation of the Group in a worldwide sector

The Group manufactures and sells its products and offers its services in several continents and numerous countries around the world. Given such global nature of the Group's activities, the Group is naturally exposed to the usual risks affecting any worldwide markets operator as indicated below:

- exposure to local economic and political conditions;
- import and/or export restrictions;
- multiple tax regimes, including regulations relating to transfer pricing and withholding and other taxes on remittances and other payments to or from subsidiaries;
- foreign investment and/or trade restrictions or requirements, foreign exchange controls and restrictions on the repatriation of funds. In particular, current regulations limit the Group ability to access and transfer liquidity out of Venezuela to meet demands in other countries and also subject the Group to increased risk of devaluation or other foreign exchange losses. In December 2010 and February 2013, the Venezuelan government announced devaluations of the official Venezuelan Bolivar (VEF)-USD exchange rate, which resulted in devaluation of the Group VEF denominated balances. In March 2014, the Venezuelan government introduced an additional auction-based foreign exchange system, referred to as the SICAD II rate. The SICAD II rate has ranged from 49 to 51.9 VEF to U.S. dollar in the period since its introduction until June 30, 2014. The SICAD II rate is expected to be used primarily for imports and has been limited to amounts of VEF that can be exchanged into other currencies, such as the U.S. dollar. As a result of the recent exchange agreement between the Central Bank of Venezuela and the Venezuelan government and the limitations of the SICAD II rate, the Group believes any future remittances of dividends would be transacted at the SICAD I rate. As a result, the Group determined that the SICAD I rate, and not the SICAD II rate, is the most appropriate rate to use, which was 10.7 VEF to U.S. dollar at March 31, 2014; and/or
- the introduction of more stringent laws and regulations.

Unfavorable developments in any one of these areas (which may vary from country to country) could have a material adverse effect on the Group's financial condition and results of operations.

1.1.16 Risks associated with the loss of certain senior managers

The Group's success largely depends on the ability of its senior executives and other members of management to effectively manage the Group and individual areas of business. In particular, the Group's Chief Executive Officer, Sergio Marchionne, is critical to the execution of its new strategic direction and implementation of the 2014-2018 Business Plan. Although Mr. Marchionne has indicated his intention to remain as the Group's Chief Executive Officer through the period of the 2014-2018 Business Plan, if the Group were to lose his services or those of any of its other senior executives or other key employees this could have a material adverse effect on the Group's business prospects, earnings and/or financial position. The Group has developed succession plans that it believes are appropriate in the circumstances, although it is difficult to predict with any certainty that it will replace these individuals with persons of equivalent experience and capabilities. If the Group is unable to find adequate replacements to attract, retain and incentivize senior executives, other key employees or new qualified personnel, the Group's business, financial condition and results of operations may suffer.

No reorganization, restructuring of the Group or loss of senior managers of the Group is expected to occur in connection with the completion of the Merger.

1.1.17 Risks associated with the inability to provide adequate access to financing for the Group's dealers and retail customers

The Group's dealers enter into wholesale financing arrangements to purchase vehicles from the Group to hold in inventory and facilitate retail sales, and retail customers use a variety of finance and lease programs to acquire vehicles.

Unlike many of its competitors, the Group does not own and operate a controlled finance company dedicated solely to the Group's mass-market operations in the U.S. and certain key markets in Europe. Instead it has elected to partner with specialized financial services providers through joint ventures and commercial agreements. The Group's lack of a controlled finance company in these key markets may increase the risk that Group's dealers and retail customers will not have access to sufficient financing on acceptable terms which may adversely affect the Group's vehicle sales in the future. Furthermore, many of the Group's competitors are better able to implement financing programs designed to maximize vehicle sales in a manner that optimizes profitability for them and their finance companies on an aggregate basis. Since the Group's ability to compete depends on access to appropriate sources of financing for dealers and retail customers, its lack of a captive finance company in those markets could adversely affect its results of operations.

In other markets, the Group relies on controlled finance companies, joint ventures and commercial relationships with third parties, including third party financial institutions, to provide financing to the Group's dealers and retail customers. Finance companies are subject to various risks that could negatively affect their ability to provide financing services at competitive rates, including:

- the performance of loans and leases in their portfolio, which could be materially affected by delinquencies, defaults or prepayments;
- wholesale auction values of used vehicles;
- higher than expected vehicle return rates and the residual value performance of vehicles they lease; and
- fluctuations in interest rates and currency exchange rates.

Any financial services provider, including the Group's joint ventures and controlled finance companies, will face other demands on its capital, including the need or desire to satisfy funding requirements for dealers or customers of the Group's competitors as well as liquidity issues relating to other investments. Furthermore, they may be subject to regulatory changes that may increase their costs, which may impair their ability to provide competitive financing products to Group dealers and retail customers.

To the extent that a financial services provider is unable or unwilling to provide sufficient financing at competitive rates to the Group's dealers and retail customers, such dealers and retail customers may not have sufficient access to financing to purchase or lease Group's vehicles. As a result, the Group's vehicle sales and market share may suffer, which would adversely affect the Group's financial condition and results of operations.

1.1.18 Risks associated with availability of affordable interest rates for vehicle financing

In certain regions, financing for new vehicle sales has been available at relatively low interest rates for several years due to, among other things, expansive government monetary policies. To the extent that interest rates rise generally, market rates for new vehicle financing are expected to rise as well, which may make the Group's vehicles less affordable to retail customers or steer consumers to less expensive vehicles that tend to be less profitable for the Group, adversely affecting the Group's financial condition and results of operations. Additionally, if consumer interest rates increase substantially or if financial service providers tighten lending standards or restrict their lending to certain classes of credit, the Group's retail customers may not desire to or be able to obtain financing to purchase or lease the Group's vehicles.

Furthermore, because the Group's customers may be relatively more sensitive to changes in the availability and adequacy of financing and macroeconomic conditions, the Group's vehicle sales may be disproportionately affected by changes in financing conditions relative to the vehicle sales of Group's competitors.

1.1.19 Risks associated with product recalls

From time to time, the Group has been required to recall vehicles to address performance, compliance or safety-related issues. The costs the Group incurs to recall vehicles typically include the cost of replacement parts and labor to remove and replace parts, and may substantially depend on the nature of the remedy and the number of vehicles affected. Product recalls may also harm the Group's reputation and may cause consumers to question the safety or reliability of its products.

Any costs incurred, or lost vehicle sales, resulting from product recalls could materially adversely affect the Group's financial condition and results of operations. Moreover, if the Group faces consumer complaints, or receives information from vehicle rating services that calls into question the safety or reliability of one of its vehicles and the Group does not issue a recall, or if the Group does not do so on a timely basis, its reputation may also be harmed and the Group may lose future vehicle sales.

The Group is also obligated under the terms of its warranty agreements to make repairs or replace parts in its vehicles at its own expense for a specified period of time. Therefore, any failure rate that exceeds the Group's assumptions may result in unanticipated losses.

1.1.20 Risks associated with the failure to maintain adequate financial and management processes and controls

The Group continuously monitors and evaluates changes in its internal controls over financial reporting. In support of its drive toward common global systems, the Group is extending the current finance, procurement, and capital project and investment management systems to new areas of operations. As appropriate, the Group continues to modify the design and documentation of internal control processes and procedures relating to the new systems to simplify and automate many of its previous processes. The Group's management believes that the implementation of these systems will continue to improve and enhance internal controls over financial reporting. Failure to maintain adequate financial and management processes and controls could lead to errors in the Group's financial reporting, which could harm the Group's business reputation.

1.1.21 Risks associated with possible disruptions in its information technology

The Group depends on its information technology and data processing systems to operate its business, and a significant malfunction or disruption in the operation of the Group's systems, or a security breach that compromises the confidential and sensitive information stored in those systems, could disrupt its business and adversely impact its ability to compete.

The Group's ability to keep its business operating effectively depends on the functional and efficient operation of its information, data processing and telecommunications systems, including its vehicle design, manufacturing, inventory tracking and billing and payment systems. The Group relies on these systems to make a variety of day-to-day business decisions as well as to track transactions, billings, payments and inventory. Such systems are susceptible to malfunctions and interruptions due to equipment damage, power outages, and a range of other hardware, software and network problems. Those systems are also susceptible to cybercrime, or threats of intentional disruption, which are increasing in terms of sophistication and frequency. For any of these reasons, the Group may experience systems malfunctions or interruptions. Although the Group's systems are diversified, including multiple server locations and a range of software applications for different regions and functions, and the Group is currently undergoing an effort to assess and ameliorate risks to its systems, a significant or large-scale malfunction or interruption of any one of its computer or data processing systems could adversely affect the Group's ability to manage and keep its operations running efficiently, and damage its reputation if the Group is unable to track transactions and deliver products to its dealers and customers. A malfunction that results in a wider or sustained disruption to the Group's business could have a material adverse effect on its business, financial condition and results of operations.

In addition to supporting its operations, the Group uses its systems to collect and store confidential and sensitive data, including information about its business, customers and employees. As its technology continues to evolve, the Group anticipates that it will collect and store even more data in the future, and that its systems will increasingly use remote communication features that are sensitive to both willful and unintentional security breaches. Much of the Group's value is derived from its confidential business information, including vehicle design, proprietary technology and trade secrets, and to the extent the confidentiality of such information is compromised, the Group may lose its competitive advantage and its vehicle sales may suffer. The Group also collects, retains and uses personal information, including data the Group gathers from customers for product development and marketing purposes, and data obtained from employees. In the event of a breach in security that allows third parties access to this personal information, the Group is subject to a variety of ever-changing laws on a global basis that require the Group to provide notification to the data owners, and that subject the Group to lawsuits, fines and other means of regulatory enforcement. The Group's reputation could suffer in the event of such a data breach, which could cause consumers to purchase their vehicles from its competitors. Ultimately, any significant compromise in the integrity of the Group's data security could have a material adverse effect on its business.

1.1.22 Risks associated with Chrysler's debt instruments

Chrysler is party to credit agreements for certain senior credit facilities and an indenture for two series of secured senior notes. These debt instruments include covenants that restrict Chrysler's ability to pay dividends or make certain distributions or purchase or redeem capital stock, prepay other debt, encumber assets, incur or guarantee additional indebtedness, incur liens, enter into sale and leaseback transactions, transfer and sell assets or engage in certain business combinations, enter into certain transactions with affiliates or undertake various other business activities.

For example, in January 2014, Chrysler paid a distribution of US$1.9 billion (€1.4 billion) to its members. With certain exceptions, further distributions will be limited to 50% of Chrysler's cumulative consolidated net income (as defined in the agreements) from the period from January 2012 until the end of the most recent fiscal quarter, less the amount of the January 2014 distribution.

These restrictive covenants with respect to Chrysler's debt instruments could have an adverse effect on the Group's business by limiting its ability to take advantage of financing, mergers and acquisitions, joint ventures or other corporate opportunities. In particular, the senior credit facilities contain, and future indebtedness may contain, other and more restrictive covenants and also restrict Chrysler from prepaying certain of its indebtedness or imposing limitations that make prepayment impractical. The senior credit facilities require Chrysler to maintain borrowing base collateral coverage and a minimum liquidity threshold. A breach of any of these covenants or restrictions could result in an event of default on the indebtedness and any of the other indebtedness of Chrysler or result in cross-default under certain of its indebtedness.

If Chrysler is unable to comply with these covenants, its outstanding indebtedness may become due and payable and creditors may foreclose on pledged properties. In this case, Chrysler may not be able to repay its debt and it is unlikely that it would be able to borrow sufficient additional funds. Even if new financing is made available to Chrysler in such circumstances, it may not be available on acceptable terms.

In addition, compliance with certain of these covenants could restrict Chrysler's ability to take certain actions that its management believes are in Chrysler's and Group's best long-term interests.

Should Chrysler be unable to undertake strategic initiatives due to the covenants provided for by the above instruments, the Group's business prospects, financial condition and results of operations could be adversely impacted.

1.1.23 Risks associated with the expected benefits from the integration with Chrysler

The acquisition of the approximately 41.5% interest in Chrysler Fiat did not already own and the related integration of the two businesses is intended to provide the Group with a number of long-term benefits, including allowing new vehicle platforms and powertrain technologies to be shared across a larger volume, as well as procurement benefits and global distribution opportunities, particularly the extension of brands into new markets.

The integration is also intended to facilitate penetration of key brands in several international markets where the Group believes products would be attractive to consumers, but where they currently do not have significant market penetration.

The ability to realize the benefits of the integration is critical for the Group to compete with other automakers. If the Group is unable to convert the opportunities presented by the integration into long-term commercial benefits, either by improving sales of vehicles and service parts, reducing costs or both, the Group's financial condition and results of operations may be materially adversely affected.

1.2 MAIN RISKS AND UNCERTAINTIES ASSOCIATED WITH THE TRANSACTION

1.2.1 Risks associated with taxation

Tax consequences of Special Voting Shares

No statutory, judicial or administrative authority directly discusses how the receipt, ownership, or disposition of Special Voting Shares should be treated for U.S., U.K. or Italian tax purposes and as a result, the tax consequences in those jurisdictions are uncertain.

In addition, the fair market value of the Special Voting Shares, which may be relevant to the tax consequences, is a factual determination and is not governed by any guidance that directly addresses such a situation. Because, among other things, the Special Voting Shares are not transferrable (other than, in very limited circumstances, together with the associated FCA Common Shares) and a shareholder will receive amounts in respect of the Special Voting Shares only if FCA is liquidated, FCA believes and intends to take the position that the value of each Special Voting Share is minimal. However, the relevant tax authorities could assert that the value of the Special Voting Shares as determined by FCA is incorrect.

The tax treatment of the Special Voting Shares is unclear and shareholders are urged to consult their tax advisors in respect of the consequences of acquiring, owning and disposing of Special Voting Shares. Please refer to Section 2.1.1.3 below for a further discussion.

FCA intends to operate so as to be treated as exclusively resident in the United Kingdom for tax purposes, but the relevant tax authorities may treat it as also being tax resident elsewhere

FCA intends to operate in a manner to be treated as resident in the United Kingdom for tax purposes, although it is a company incorporated under Dutch law.

Whether FCA is resident in the U.K. for tax purposes will depend on whether its "central management and control" is located (in whole or in part) in the U.K. The test of "central management and control" is largely a question of fact and degree based on all the circumstances, rather than a question of law. Nevertheless, the decisions of the U.K. courts and the published practice of Her Majesty's Revenue & Customs, or HMRC, suggest that FCA, a group holding company, is likely to be regarded as having become U.K.-resident on this basis from incorporation and remaining so if, as FCA intends, (i) most meetings of its Board of Directors are held in the U.K. with a majority of directors present in the U.K. for those meetings; (ii) at those meetings there are full discussions of, and decisions are made regarding, the key strategic issues affecting FCA

and its subsidiaries; (iii) those meetings are properly minuted; (iv) at least some of the directors of FCA, together with supporting staff, are based in the U.K.; and (v) FCA has permanent staffed office premises in the U.K. Even if FCA is resident in the U.K. for tax purposes on this basis, as expected, it would nevertheless not be treated as U.K.-resident if (a) it were concurrently resident in another jurisdiction (applying the tax residence rules of that jurisdiction) that has a double tax treaty with the U.K. and (b) there is a tie-breaker provision in that tax treaty which allocates exclusive residence to that other jurisdiction.

Taking into account that FCA was incorporated in the Netherlands, FCA intends to seek a ruling from the U.K. and Dutch competent tax authorities that FCA is to be treated as resident in the U.K. for tax purposes and not in the Netherlands for the purposes of the Netherlands-U.K. double tax treaty. FCA anticipates that, so long as the factors listed in the preceding paragraph are present at all material times, it is unlikely that the U.K. and Dutch competent tax authorities will rule that FCA should be treated as solely resident in the Netherlands. The outcome of that ruling, however, cannot be guaranteed. If there is a change over time to the facts upon which a ruling issued by the competent tax authorities is based, the ruling may be withdrawn. Unless and until the U.K. and the Dutch competent tax authorities rule that FCA should be treated as solely resident in the U.K. for the purposes of the Netherlands-U.K. double tax treaty, the Netherlands will be allowed to levy tax on FCA as a Dutch-tax-resident taxpayer. Furthermore, in these circumstances, dividends distributed by FCA will be subject to Dutch dividend withholding tax.

As far as Italian shareholders are concerned, the possible application of the Dutch withholding tax may entail a higher tax burden.

As to the Italian shareholders which are natural persons or legal entities and which are not resident in the U.K. and do not hold their shares in connection with a trade, profession or vocation which they carry on in the U.K., the U.K. tax residence of FCA should not trigger any tax burden which is additional to the one arising out from an investment in shares issued by a company resident in Italy for tax purposes, in the light of the fact that the United Kingdom does not apply any withholding tax and should not in those circumstances levy tax on income or capital gains by direct assessment and the capital gains taxation in Italy is the same as applies to Italian companies.

In addition, for Italian tax purposes, a rebuttable presumption of residence in Italy of FCA may apply under Article 73 (5-bis) of the Italian Consolidated Tax Act ("CTA"). However, as described above, FCA intends to set up its management and organizational structure in such a manner that it should be deemed resident in the U.K. from its incorporation for the purposes of the Italy-U.K. tax treaty. This analysis is highly factual and may depend on future changes in FCA's management and organizational structure. Should FCA be treated as an Italian tax resident, it would be required to comply with withholding tax and/or reporting obligations provided under Italian tax law. For Italian shareholders, no substantial change of the tax burden would arise from the application of an Italian withholding tax.

U.K.'s controlled foreign companies taxation rules

On the assumption that FCA is resident for tax purposes in the United Kingdom, it will be subject to the U.K. controlled foreign company ("CFC") rules. The U.K. government has reformed the CFC rules to target them more narrowly on profits (other than certain capital gains) "artificially diverted" from the U.K. FCA will need to apply the new rules.

In broad terms, the new CFC rules can subject U.K.-tax-resident companies (in this case FCA) to U.K. tax on the profits of certain companies not resident for tax purposes in the U.K. in which they have at least a 25% direct or indirect interest. Interests of connected or associated persons may be aggregated with those of the U.K.-tax-resident company when applying this 25% threshold. For a company to be a CFC, it must be treated as directly or indirectly controlled by persons resident for tax purposes in the U.K. The definition of control is broad (it includes economic rights) and captures some joint ventures.

Various exemptions are available. One of these is that a CFC must be subject to tax in its territory of residence at an effective rate not less than 75% of the rate to which it would be subject in the U.K., after making specified adjustments. Another of the exemptions (the "excluded territories exemption") is that the CFC is resident in a jurisdiction specified by HMRC in its regulations (several jurisdictions in which the Fiat Group has significant operations, including Brazil, Italy and the United States, are so specified). For this exemption to be available, the CFC must not be involved in an arrangement with a main purpose of avoiding U.K. tax and the CFC's income falling within certain categories (often referred to as the CFC's "bad income") must not exceed a set limit. In the case of the United States and certain other countries, the "bad income" test need not be met if the CFC does not have a permanent establishment in any other territory and the CFC or persons with an interest in it are subject to tax in its home jurisdiction on all its income (other than non-deductible distributions). FCA expects that the principal operating activities of the Group should fall within one or more of the exemptions from the CFC rules, in particular, the excluded territories exemption.

Where the entity exemptions are not available, profits from activities other than finance or insurance will only be subject to apportionment under the CFC rules where:

- some of the CFC's assets or risks are acquired, managed or controlled to any significant extent in the U.K. (a) other than by a U.K. permanent establishment of the CFC and (b) other than under arm's length arrangements;
- the CFC could not manage the assets or risks itself; and
- the CFC is party to arrangements which increase its profits while reducing tax payable in the U.K. and the arrangements would not have been made if they were not expected to reduce tax in some jurisdiction.

Profits from finance activities (whether considered trading or non-trading profits for U.K. tax purposes) or from insurance may be subject to apportionment under the CFC rules if they meet the tests set out above or specific tests for those activities. A full or 75% exemption may also be available for some non-trading finance profits.

Although FCA does not expect the U.K.'s CFC rules to have a material adverse impact on its financial position, the effect of the new CFC rules is not certain. FCA will continue to monitor developments in this regard and seek to mitigate any adverse U.K. tax implications which may arise. However, the possibility cannot be excluded that the reform of the CFC rules may have a material adverse impact on the financial position of FCA, reducing net returns to FCA shareholders.

The existence of a FCA permanent establishment in Italy

Whether FCA maintains a permanent establishment in Italy after the Merger (an "**Italian P.E.**") is largely a question of fact based on the analysis of all the actual circumstances. FCA believes that, on the understanding that it should be a U.K.-resident company under the Italy-U.K. tax treaty, it is likely to be treated as maintaining an Italian P.E. because it intends to maintain sufficient employees, facilities and activities in Italy to qualify as maintaining an Italian P.E.

Should this be the case (i) the embedded gains on FCA's assets connected with the Italian P.E. will not be taxed upon the Merger; (ii) Fiat's tax-deferred reserves will not be taxed, inasmuch they are recorded in the Italian P.E.'s financial accounts; and (iii) an Italian fiscal unit (the "**Fiscal Unit**") could be maintained with respect to Fiat's Italian subsidiaries whose shareholdings are part of the Italian P.E.'s net worth. Because this analysis is highly factual, there can be no assurance regarding FCA's maintaining an Italian P.E. after the Merger.

The immediate charge of an Italian Exit Tax

The Merger should qualify as a cross-border merger transaction for Italian tax purposes. Italian tax laws provide that such a cross-border merger is tax-neutral with respect to those Fiat assets that will remain connected with the Italian P.E., but will result in the realization of capital gains or losses on those Fiat assets that will not be connected with the Italian P.E. (giving rise to an "**Italian Exit Tax**").

Under a recently-enacted Italian law (article 166 (2-*quater*) of the CTA), companies which cease to be Italian-resident and become tax-resident in another EU Member State may apply to suspend any Italian Exit Tax under the principles of the Court of Justice of the European Union case C-371/10, National Grid Indus BV. Italian rules implementing Article 166 (2-*quater*), issued in August 2013, excluded cross-border merger transactions from the suspension of the Italian Exit Tax. As a result, the Merger will result in the immediate charge of an Italian Exit Tax in relation to those Fiat assets that will not be connected with the Italian P.E. Whether or not the Italian implementing rules are deemed compatible with EU law is unlikely to be determined before the payment of the Italian Exit Tax is due. Capital gains on certain assets of the Group that are expected to be transferred out of the Italian P.E. in connection with the Merger will be realized for Italian tax purposes. However, Fiat expects that such gains may be largely offset by tax losses available to the Group.

Uncertainty as to the continuation of the Fiscal Unit in the hands of the Italian P.E.

According to article 124, paragraph 5, of the CTA, a mandatory ruling request should be submitted to the Italian tax authorities, in order to ensure the continuity, via the Italian P.E., of the Fiscal Unit currently in place between Fiat and Fiat's Italian subsidiaries. Fiat has filed a ruling request to the Italian tax authorities in respect of the Merger. Depending on the outcome of the ruling, it is possible that the carried-forward tax losses generated by the Fiscal Unit would become restricted losses and they could not be used to offset the future taxable income of the Fiscal Unit. It is also possible that FCA would not be able to offset the Fiscal Unit's carried-forward tax losses against any capital gains on Fiat's assets that are not connected with the Italian P.E., despite the continuity of the Fiscal Unit.

In the case that the carried-forward tax losses become restricted losses and are not able to be used to offset the future taxable income of the Fiscal Unit or in the case that the carried-forward tax losses would not be able to offset any capital gains on Fiat's assets, the recoverability of such carried-forward tax losses may be reassessed. The outcome of any reassessment could result in a derecognition of such carried-forward tax losses, which may adversely affect the Group's financial condition or results of operations.

For further information, please refer to Section 2.1.2.8 below.

U.S. federal income tax consequences of the Merger

FCA believes that the Merger constitutes for U.S. federal income tax purposes a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, of 1986, as amended, or the Code. FCA expects to receive an opinion from Sullivan & Cromwell LLP to the effect that the Merger will qualify for U.S. federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Code. This opinion will be based on certain assumptions and on representation letters provided by Fiat and FCA to be delivered at the time of the closing. If any of the assumptions or representations upon which such opinion is based are inconsistent with the actual facts with respect to the Merger, the U.S. federal income tax consequences of the Merger could be adversely affected.

The tax opinion given in connection with the Merger or in connection with the filing of this registration statement will not be binding on the Internal Revenue Service or IRS. FCA does not intend to request a ruling from the IRS as to the U.S. federal income tax consequences of the

Merger, and consequently there is no guarantee that the IRS will treat the Merger in the manner described herein. If the IRS successfully challenges the treatment of the Merger, adverse U.S. federal income tax consequences may result. Shareholders should consult their own tax advisors regarding the U.S. federal, state and local and non-U.S. and other tax consequences of the Merger in their particular circumstances (including the possible tax consequences if the "reorganization" treatment is successfully challenged).

Potential "Passive Foreign Investment Company" tax considerations for U.S. Shareholders

FCA would be a "passive foreign investment company", or a PFIC, for U.S. federal income tax purposes with respect to a U.S. Shareholder if for any taxable year in which such U.S. Shareholder held FCA Common Shares, after the application of applicable "look-through rules" (i) 75% or more of FCA's gross income for the taxable year consists of "passive income" (including dividends, interest, gains from the sale or exchange of investment property and rents and royalties other than rents and royalties which are received from unrelated parties in connection with the active conduct of a trade or business, as defined in applicable Treasury Regulations), or (ii) at least 50% of its assets for the taxable year (averaged over the year and determined based upon value) produce or are held for the production of "passive income." U.S. persons who own shares of a PFIC are subject to a disadvantageous U.S. federal income tax regime with respect to the income derived by the PFIC, the dividends they receive from the PFIC, and the gain, if any, they derive from the sale or other disposition of their shares in the PFIC. In addition, if Fiat were or had been in the past a PFIC, the exchange of Fiat ordinary shares for FCA Common Shares could be taxable to U.S. Shareholders.

While FCA believes that its shares are not stock of a PFIC for U.S. federal income tax purposes, this conclusion is a factual determination made annually and thus may be subject to change. Moreover, FCA may become a PFIC in future taxable years if there were to be changes in FCA's assets, income or operations. In addition, if Fiat were or had been in the past a PFIC, the treatment of the exchange of Fiat ordinary shares for FCA Common Shares would be uncertain.

For further information, please refer to Section 2.1.2.8 below.

1.2.2 Risks associated with directors and executive officers of Fiat having interests in relation to the Merger

Some of Fiat's directors who recommend that the Fiat shareholders vote in favor of the Common Merger Terms and the transactions contemplated thereby, as well as some of Fiat's executive officers, have benefit arrangements that provide them with interests in the Merger that may be different from those of other Fiat shareholders. In connection with the Merger, no early acceleration or recognition of stock vesting under employee compensation plans is expected to occur. However, the receipt of compensation or other benefits in connection with the Merger may influence these persons in making their recommendation that the Fiat shareholders vote in favor of approval of the Common Merger Terms and the transactions contemplated thereby.

1.2.3 Risks associated with the effects of the Merger over the existing contracts

Fiat is a party to joint ventures, license agreements, financing and other agreements and instruments, some of which contain provisions that may be triggered by the Merger, such as default provisions, termination provisions, acceleration provisions and/or mandatory repurchase provisions.

If Fiat is unable to obtain any necessary waiver or consent, the operation of such provisions may cause the loss of contractual rights and benefits, the termination of joint venture agreements, supply agreements, licensing agreements or may require the renegotiation of financing agreements and/or the payment of fees.

1.2.4 Risks associated with the possible absence of operational synergies

Following the Merger, the businesses and operations of Fiat will be assumed by FCA, but they will remain substantially unchanged. Therefore, FCA and Fiat do not expect that the Merger will result in any significant operational cost savings or synergies. The Group will continue the integration with Chrysler described under Section 1.1.23 above.

For further information as to the businesses combination, please refer to Section 2.2 below.

1.2.5 Risks associated with forward-looking statements contained in the Information Document

This Information Document contains forward-looking statements concerning FCA following completion of the Merger. These elements do not represent statements of fact but are based on current expectations and projections of the companies party to the Merger in relation to future events and, by their nature, are subject to inherent risks and uncertainties. Earnings estimates and projections are based on specific knowledge of the sector, publicly available data, and past experience. Underlying the projections are assumptions concerning future events and trends that are subject to uncertainty and whose actual occurrence or non-occurrence could result in significant variations from the projected results. These forward-looking statements relate to events and depend on circumstances that may or may not occur or exist in the future, and, as such, undue reliance should not be placed on them. Actual results may differ materially from those expressed in such statements as a result of a variety of factors, including: changes in commodity prices, general economic conditions, economic growth (or the lack thereof) and other changes in business conditions, changes in government regulation and framework (in each case, in Italy or abroad), and many other factors, some of which are referred to in this Section 1, most of which are outside of the control of the companies participating in the Merger.

1.2.6 Risks associated with the potential opposition of creditors

Pursuant to article 2503 of the Italian Civil Code, the Merger cannot take effect until sixty days after the last registration required under article 2502-bis of the Italian Civil Code, without prejudice to all other forms of protection guaranteed to creditors under the Italian Civil Code. The effectiveness of the Merger will also be subject to a one month creditor claims period commencing following the announcement of the filing of the Common Merger Terms for creditors under section 2:316 of the Dutch Civil Code without opposition being filed (or if an opposition is filed, such opposition is withdrawn or discharged or proceeding with the Merger is otherwise permitted by law). In the event of rightful opposition by creditors to the Merger and exceeding – together with the amount to be paid to Fiat shareholders exercising their withdrawal right, determined pursuant to article 2437-ter of the Italian Civil Code – the maximum threshold of €500 million, a condition to the closing of the Merger will not be satisfied.

1.3 MAIN RISKS AND UNCERTAINTIES ASSOCIATED WITH THE SECTOR IN WHICH THE GROUP OPERATES

1.3.1 Risks associated with the high level of competitiveness and cyclicality in the industries in which the Group operates

Substantially all of the Group's revenues are generated in the automotive industry, which is highly competitive, encompassing the production and distribution of passenger cars, light commercial vehicles and components and production systems. The Group faces competition from other international passenger car and light commercial vehicle manufacturers and distributors and components suppliers in Europe, North America, Latin America and the Asia Pacific region. These markets are all highly competitive in terms of product quality, innovation, pricing, fuel economy, reliability, safety, customer service and financial services offered, and many of the Group's competitors are better capitalized with larger market shares.

Competition, particularly in pricing, has increased significantly in the automotive industry in recent years. Global vehicle production capacity significantly exceeds current demand, partly as a result of lower growth in demand for vehicles. This overcapacity, combined with high levels of competition and weakness of major economies, has intensified and may further intensify pricing pressures.

The Group's competitors may respond to these conditions by attempting to make their vehicles more attractive or less expensive to customers by adding vehicle enhancements, providing subsidized financing or leasing programs, or by reducing vehicle prices whether directly or by offering option package discounts, price rebates or other sales incentives in certain markets. In addition, manufacturers in countries which have lower production costs have announced that they intend to export lower-cost automobiles to established markets. These actions have had, and could continue to have, a negative impact on the Group's vehicle pricing, market share, and results of operations.

In the automotive business, sales to end-customers are cyclical and subject to changes in the general condition of the economy, the readiness of end-customers to buy and their ability to obtain financing, as well as the possible introduction of measures by governments to stimulate demand. The automotive industry is also subject to the constant renewal of product offerings through frequent launches of new models. A negative trend in the automotive business or the Group's inability to adapt effectively to external market conditions coupled with more limited capital than many of the Group's principal competitors could have a material adverse impact on the financial condition and results of operations of the Group.

In addition, the Group's growth strategies reflected in its business plan will require the Group to make significant investments, including to expand several brands that the Group believes to have global appeal into new markets. Such strategies include expanding sales of the Jeep brand globally, most notably through localized production in Asia and Latin America and reintroduction of the Alfa Romeo brand in North America and other markets throughout the world. Further, the Group's efforts to increase its sales of Luxury Brand vehicles include a significant expansion of the Maserati brand vehicles to cover all segments of the luxury vehicle market. This will require significant investments in production facilities and in distribution networks in these markets. If the Group is unable to introduce vehicles that appeal to consumers in these markets and achieve its brand expansion strategies, it may be unable to earn a sufficient return on these investments and this could have a material adverse effect on the financial condition and results of operations of the Group.

1.3.2 Risks associated with the Group's reliance on joint ventures in certain emerging markets

The Group intends to expand its presence in emerging markets, including China and India, through partnerships and joint ventures. For instance, in 2010, the Group entered into a joint venture with Guangzhou Automobile Group Co., Ltd (GAC Group) for the production of engines and vehicles in China for the Chinese market, as well as securing exclusive distribution of Fiat brand vehicles in China. The Group has also entered into a joint venture with TATA Motors Limited for the production of certain of its vehicles, engines and transmissions in India.

The Group's reliance on joint ventures to enter or expand its presence in these markets may expose the Group to risk of conflict with its joint venture partners and the need to divert management resources to overseeing these shareholder arrangements. Further, as these arrangements require cooperation with third party partners, these joint ventures may not be able to make decisions as quickly as the Group would if it was operating on its own or may take actions that are different from what the Group would do on a standalone basis in light of the need to consider its partners' interests. As a result, the Group may be less able to respond timely to changes in market dynamics, which could have an adverse effect on its financial condition and results of operations.

1.3.3 Risks associated with environmental and other governmental regulation

In order to comply with government regulations related to fuel economy and emissions standards, the Group must devote significant financial and management resources, as well as vehicle engineering and design attention to these legal requirements. The Group expects the number and scope of these regulatory requirements, along with the costs associated with compliance, to increase significantly in the future and these costs could be difficult to pass through to customers. As a result, the Group may face limitations on the types of vehicles the Group produces and sells and where it can sell them, which could have a material adverse impact on the financial condition and results of operations of the Group.

Government initiatives to stimulate consumer demand for products sold by the Group, such as changes in tax treatment or purchase incentives for new vehicles, can substantially influence the timing and level of revenues. The size and duration of such government measures are unpredictable and outside of the Group's control. Any adverse change in government policy relating to those measures could have material adverse effects on the Group's business prospects, financial condition and results of operations.

1.3.4 Risks associated with the ability to offer innovative products

The success of the Group depends, among other things, on its ability to maintain or increase its share in existing markets and/or to expand into new markets through the development of innovative, high-quality products that are attractive to customers and provide adequate profitability. Following the acquisition of the approximately 41.5% interest in Chrysler it did not already own, the 2014-2018 Strategic Business Plan, or Business Plan, was announced in May 2014. The Business Plan includes a number of product initiatives designed to improve the quality of the Group's product offerings and allows the Group to grow sales in existing markets and expand in new markets.

It generally takes two years or more to design and develop a new vehicle, and a number of factors may lengthen that schedule. Because of this product development cycle and the various elements that may contribute to consumers' acceptance of new vehicle designs, including competitors' product introductions, fuel prices, general economic conditions and changes in styling preferences, an initial product concept or design that the Group believes will be attractive may not result in a vehicle that will generate sales in sufficient quantities and at high enough prices to be profitable.

A failure to develop and offer innovative products that compare favorably to those of the Group's principal competitors, in terms of price, quality, functionality and features, with particular regard to the upper-end of the product range, or delays in bringing strategic new models to the market, could impair the Group's strategy, which would have a material adverse effect on the Group's financial condition and results of operations.

Additionally, the Group's high proportion of fixed costs, both due to its significant investment in property, plant and equipment as well as the requirements of its collective bargaining agreements, which limit its flexibility to adjust personnel costs to changes in demand for its products, may further exacerbate the risks associated with incorrectly assessing demand for its vehicles.

Further, if the Group determines that a safety or emissions defect or a non-compliance with regulation exists with respect to a vehicle model prior to the retail launch, the launch of such vehicle could be delayed until the defect or non-compliance is remedied. The costs associated with any protracted delay in new model launches necessary to remedy such defect, and the cost of providing a free remedy for such defects or non-compliance in vehicles that have been sold, could be substantial.

1.3.5 Risks associated with the different political, economic, regulatory and legal conditions of the countries in which the Group operates

The Group operates in a number of emerging markets, both directly (e.g., Brazil and Argentina) and through joint ventures and other cooperation agreements (e.g., Turkey, India, China and Russia). The Business Plan provides for expansion of Group's existing sales and manufacturing presence in LATAM and APAC regions. In recent years the Group has been the market leader in Brazil, which has provided a key contribution to the Group's financial performance. The Group's exposure to other emerging countries has increased in recent years, as have the number and importance of such joint ventures and cooperation agreements. Economic and political developments in Brazil and other emerging markets, including economic crises or political instability, have had and could have in the future material adverse effects on the Group's financial condition and results of operations. Further, in certain markets in which the Group or the Group's joint ventures operate, government approval may be required for certain activities, which may limit the Group's ability to act quickly in making decisions on its operations in those markets.

Maintaining and strengthening the Group's position in these emerging markets is a key component of the Group global growth strategy in the Business Plan. However, with competition from many of the largest global manufacturers as well as numerous smaller domestic manufacturers, the automotive market in these emerging markets is highly competitive. As these markets continue to grow, the Group anticipates that additional competitors, both international and domestic, will seek to enter these markets and that existing market participants will try to aggressively protect or increase their market share. Increased competition may result in price reductions, reduced margins and the Group's inability to gain or hold market share, which could have a material adverse effect on the Group's financial condition and results of operations.

1.3.6 Risks associated with general economic conditions

The Group's results of operations and financial position may be influenced by various macroeconomic factors – including changes in gross domestic product, the level of consumer and business confidence, changes in interest rates for or availability of consumer and business credit, energy prices, the cost of commodities or other raw materials, the rate of unemployment and foreign currency exchange rates – within the various countries in which it operates.

Beginning in 2008, global financial markets have experienced severe disruptions, resulting in a material deterioration of the global economy. The global economic recession in 2008 and 2009, which affected most regions and business sectors, resulted in a sharp decline in demand for automobiles. Although more recently the Group has seen signs of recovery in certain regions, the overall global economic outlook remains uncertain.

In Europe, in particular, despite measures taken by several governments and monetary authorities to provide financial assistance to certain Eurozone countries and to avoid default on sovereign debt obligations, concerns persist regarding the debt burden of several countries. These concerns, along with the significant fiscal adjustments carried out in several countries, intended to manage actual or perceived sovereign credit risk, have led to further pressure on economic growth and to new periods of recession. For instance, European automotive industry sales have declined over the past several years following a period in which sales were supported by government incentive schemes, particularly those designed to promote sales of more fuel efficient and low emission vehicles. Prior to the global financial crisis, industry-wide sales of passenger cars in Europe were 16 million units in 2007. In 2013, following six years of sales declines, sales in that region had fallen to 12.3 million passenger cars. Similarly, sales of light commercial vehicles in Europe fell from 2.4 million units in 2007 to 1.6 million units in 2013. From 2011 to 2013, the Group's market share of the European passenger car market decreased from 7.0% to 6.0%, and the Group has reported losses

and negative EBIT in each of the past three years in the Europe, Middle East and Africa, or EMEA, segment. These ongoing concerns could have a detrimental impact on the global economic recovery, as well as on the financial condition of European institutions, which could result in greater volatility, reduced liquidity, widening of credit spreads and lack of price transparency in credit markets. In addition, widespread austerity measures in many countries in which the Group operates could continue to adversely affect consumer confidence, purchasing power and spending, which could adversely affect the Group's financial condition and results of operations.

Following the Group's consolidation of Chrysler from June 1, 2011, a majority of the Group's revenues have been generated in the NAFTA region. Although economic recovery in North America has been slower and less robust than many economic experts predicted, vehicle sales in North America have experienced significant growth from the low vehicle sales volumes in 2009. Since the recovery may be partially attributable to the pent-up demand and average age of vehicles in North America following the extended economic downturn so there can be no assurances that improvements in general economic conditions or employment levels will lead to corresponding increases in vehicle sales. As a result, North America may experience limited growth or declines in vehicle sales in the future.

In addition, slower expansion is being experienced in major emerging countries, such as China, Brazil and India. In addition to weaker export business, lower domestic demand also led to a slowing economy in these countries. All these potential developments could adversely affect the financial condition and results of operations of the Group.

In general, the automotive sector has historically been subject to highly cyclical demand and tends to reflect the overall performance of the economy, often amplifying the effects of economic trends. Given the difficulty in predicting the magnitude and duration of economic cycles, there can be no assurances as to future trends in the demand for products sold by the Group in any of the markets in which it operates.

In addition to slow economic growth or recession, other economic circumstances — such as increases in energy prices and fluctuations in prices of raw materials or contractions in infrastructure spending — could have negative consequences for the industry in which the Group operates and, together with the other factors referred to previously, could have a material adverse effect on the Group's financial condition and results of operations.

1.3.7 Risks associated with vehicle sales deterioration

The Group's success requires it to achieve certain minimum vehicle sales volumes. As is typical for an automotive manufacturer, the Group has significant fixed costs and, therefore, changes in vehicle sales volume can have a disproportionately large effect on profitability. For example, assuming constant pricing, mix and cost of sales per vehicle, that all results of operations were attributable to vehicle shipments and that all other variables remain constant, a 10% decrease in Group vehicle shipments would reduce Group EBIT (earnings before interest and taxes) by approximately 40%, without accounting for actions and cost containment measures the Group may take in response to decreased vehicle sales. Further, a shift in demand away from the Group's minivans, larger utility vehicles and pick-up trucks in the NAFTA region towards passenger cars, whether in response to higher fuel prices or other factors, could adversely affect the Group profitability in the NAFTA region. The Group's minivans, larger utility vehicles and pick-up trucks accounted for approximately 47 percent of the Group's total U.S. retail vehicle sales in 2013 and the profitability of this portion of the Group's portfolio is approximately 20 percent higher than that of the Group's overall U.S. retail portfolio on a weighted average basis. A shift in consumer preferences in the U.S. vehicle market away from minivans, larger utility vehicles and pick-up trucks and towards passenger cars could adversely affect the Group's profitability. For example, a

shift in demand such that U.S. industry market share for minivans, larger utility vehicles and pick-up trucks deteriorated by 10 percentage points and U.S. industry market share for cars and smaller utility vehicles increased by 10 percentage points, whether in response to higher fuel prices or other factors, holding other variables constant, including the Group's market share of each vehicle segment, would have reduced the Group's EBIT by approximately four percent for 2013. This estimate does not take into account any other changes in market conditions or actions that the Group may take in response to shifting consumer preferences, including production and pricing changes. Moreover, the Group tends to operate with negative working capital as the Group generally receives payments from vehicle sales to dealers within a few days of shipment, whereas there is a lag between the time when parts and materials are received from suppliers and when the Group pays for such parts and materials; therefore, if vehicle sales decline the Group will suffer a significant negative impact on cash flow and liquidity as the Group continues to pay suppliers during a period in which the Group receives reduced proceeds from vehicle sales. If vehicle sales do not increase, or if they were to fall short of the Group's assumptions, due to financial crisis, renewed recessionary conditions, changes in consumer confidence, geopolitical events, inability to produce sufficient quantities of certain vehicles, limited access to financing or other factors, the Group's financial condition and results of operations would be materially adversely affected.

1.4 MAIN RISKS AND UNCERTAINTIES ASSOCIATED WITH THE FINANCIAL INSTRUMENTS

1.4.1 Risks associated with the FCA Common Shares listing on the NYSE and MTA

Prior to the Merger, there has been no market for the FCA Common Shares although Fiat ordinary shares will be traded on the MTA until completion of the Merger. Prior to the completion of the Merger, FCA will file a listing application to list the FCA Common Shares on the NYSE and listing of the FCA Common Shares on the NYSE will be a condition precedent to the Merger. However, there can be no assurance that an active market for the FCA Common Shares will develop on the NYSE after the closing of the Merger, or that if it develops, the market will be sustained.

Shortly following or concurrently with the closing of the Merger and the listing of FCA Common Shares on the NYSE, FCA expects to list the FCA Common Shares on the MTA, subject to the approval by the Italian and Dutch competent authorities. It is not possible to predict how trading will develop in these two markets. The dual listing of FCA Common Shares may split trading between the two markets and adversely affect the liquidity of the shares in one or both markets and the development of an active trading market for FCA Common Shares on the NYSE and may result in price differentials between the exchanges. Differences in the trading schedules, as well as volatility in the exchange rate of the two trading currencies, among other factors, may result in different trading prices for FCA Common Shares on the two exchanges.

For additional information related to listing and trading FCA Common Shares on the NYSE, please refer to Section 2.1.1.3 below.

1.4.2 Risks associated with the issuance and allocation of Special Voting Shares

If Fiat shareholders holding a significant number of Fiat ordinary shares elect to receive Special Voting Shares in connection with the Merger or come to hold Special Voting Shares after the Merger, or if FCA shareholders holding a significant number of FCA Common Shares for an uninterrupted period of at least three (3) years elect to receive Special Voting Shares, a relatively large proportion of the voting power of FCA could be concentrated in a relatively small number of shareholders who would have significant influence over FCA.

The provisions of the New Articles of Association establishing the Loyalty Voting Structure may make it more difficult for a third party to acquire, or attempt to acquire, control of FCA, even if a change of control were considered favorably by shareholders holding a majority of FCA Common Shares. Moreover, the election for Special Voting Shares (and the uninterrupted holding of the relevant FCA Common Shares for at least 3 years), the restrictions pertaining to the transfer of the Special Voting Shares as well as the procedures to be complied with in connection with the de-registration of the FCA Common Shares from the Loyalty Register for the purpose of their regular trading may have an impact on the liquidity of the FCA Common Shares.

As of July 15, 2014, Exor held 30.05% of Fiat's share capital and will hold approximately the same interest in FCA Common Shares following the Merger (subject to the exercise of cash exit rights by other Fiat shareholders and, following the Merger, the offer and sale on the market of FCA Common Shares, including FCA treasury shares as described under Section 2.1.1.3 below). If Exor elects to participate in the Loyalty Voting Structure with respect to all of the FCA Common Shares it will be entitled to receive upon completion of the Merger, and no other shareholder elects to participate in the Loyalty Voting Structure, Exor's voting power in FCA immediately following completion of the Merger could be as high as approximately 46% (before considering exercise of any cash exit rights and, following the Merger, the offer and sale on the market of FCA Common Shares, including FCA treasury shares as described under Section 2.1.1.3 below).

In the light of the above, the Loyalty Voting Structure may prevent or discourage shareholders' initiatives aimed at changes in FCA's management and the implementation of the Loyalty Voting Structure could reduce the liquidity of the FCA Common Shares and adversely affect the trading prices of the FCA Common Shares.

A holder of FCA Common Shares that are Qualifying Common Shares (*i.e.*, FCA Common Shares with respect to which Special Voting Shares are allocated) or Electing Common Shares wishing to transfer such common shares other than in limited specified circumstances (e.g., transfers to affiliates or relatives through succession, donation or other transfers) must first request a de-registration of such Qualifying Common Shares or Electing Common Shares, as applicable, from the Loyalty Register and, if held outside the Regular Trading System, to move such common shares back into the Regular Trading System. Moving to the Regular Trading System might take some days and, therefore, shareholders who elected or intend to elect for the allocation of Special Voting Shares should consult their own depository intermediary in order to define the timing necessary to de-register their Qualifying Common Shares from the Loyalty Register and move to the Regular Trading System.

In addition, in the event a change of control over a Special Voting Shares holder occurs (as better described under Section 2.1.1.3 below), each shareholder must promptly notify FCA of the occurrence of such a circumstance. The change of control of the relevant shareholder will trigger the de-registration of the relevant Qualifying Common Shares from the Loyalty Register and such shareholder shall be obliged to immediately offer all the Special Voting Shares relating to such Qualifying Common Shares to FCA for no consideration; any and all voting rights attached to the Special Voting Shares issued and allocated to such shareholder will be suspended with immediate effect.

Finally, in the event of breach of any of the obligations provided for by the Terms and Conditions of the Special Voting Shares, the relevant shareholder shall without prejudice to FCA's right to request the specific performance, be bound to pay to FCA an amount as penalty, determined in compliance with article 10 of the Terms and Conditions of the Special Voting Shares.

For additional information related to the Loyalty Voting Structure please refer to Section 2.1.1.3 below.

1.4.3 Risks associated with dilution from the issuance of FCA Common Shares or equity-linked securities

The Board of Directors of FCA may authorize the issuance of FCA Common Shares free from pre-emptive rights, thereby enabling FCA, at any time following the Merger, to offer and sell newly issued FCA Common Shares or securities convertible into or exercisable for FCA Common Shares. FCA may also, at any time following the Merger, offer and sell any or all of the 35,000,000 FCA Common Shares currently held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat that are held by Fiat at the time of completion of the Merger, that FCA will hold in treasury following the Merger; such market transactions may be carried out for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger. FCA may also approve, prior to or after the Merger, stock-based incentive plans in favor of certain FCA's directors and employees to be served after the Merger by newly-issued FCA Common Shares or FCA Common Shares held in treasury.

Should FCA carry out any of the actions described above, the holders of Fiat ordinary shares receiving FCA Common Shares upon effectiveness of the Merger would suffer dilution of their investment.

For additional information please refer to Section 2.1.1.3 below.

1.4.4 Risks associated with volatility in the share price of FCA

The market prices of the FCA Common Shares may decline following closing of the Merger and the listing of the FCA Common Shares on the NYSE and the MTA, if, among other reasons, FCA does not achieve the expected benefits from the full integration with Chrysler and the other benefits of the reorganization process, as described in this Information Document, as rapidly or to the extent anticipated by Fiat. Any of these situations may cause Fiat shareholders to sell a significant number of FCA Common Shares after consummation of the Merger, which may negatively affect the market price of the FCA Common Shares.

2. INFORMATION ON THE TRANSACTION

2.1 DESCRIPTION OF THE TERMS AND CONDITIONS OF THE TRANSACTION

2.1.1 Description of the participating companies

2.1.1.1 FCA (the acquiring company)

Introduction

FCA was incorporated as a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands on April 1, 2014 under the name Fiat Investments N.V. for the purpose of carrying out the reorganization of the Fiat Group, including the Merger, following the recently completed acquisition by Fiat, through a subsidiary, of a 100% ownership interest in Chrysler in January 2014 and facilitating the reorganized Group's listing on the NYSE.

Since incorporation, the activities of FCA have consisted only of preparing for the Merger and it is not expected that FCA will carry out any activity of any other nature until the Merger Effective Date. As of the date of this Information Document, FCA has not recorded any significant assets or liabilities.

A description of FCA and of the activities to be carried out by FCA subsequent to the Merger is provided below.

Name, form of incorporation, registered office and share capital

FCA has its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its principal executive office at 240 Bath Road, SL1 4DX, Slough, United Kingdom, telephone number +44 (0) 1753 519581 and registered with the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under 60372958.

As of the date of this Information Document, FCA's subscribed and paid-in share capital totaled €350,000.00, consisting of 35,000,000 shares having a nominal value of €0.01 each.

Duration and financial year

FCA has an unlimited duration and its financial year ends on December 31.

Corporate objects

The objects for which FCA was established are to carry on, either directly or through wholly or partially-owned companies and entities, activities relating to passenger and commercial vehicles, transport, mechanical engineering, agricultural equipment, energy and propulsion, as well as any other manufacturing, commercial, financial or service activity.

Within the scope and for the achievement of the purposes mentioned above, FCA may:

(a) operate in, among other areas, the mechanical, electrical, electro mechanical, thermo mechanical, electronic, nuclear, chemical, mining, steel and metallurgical industries, as well as in telecommunications, civil, industrial and agricultural engineering, publishing, information services, tourism and other service industries;

(b) acquire shareholdings and interests in companies and enterprises of any kind or form and purchase, sell or place shares, debentures, bonds, promissory notes or other securities or evidence of indebtedness;

(c) provide financing to companies and entities it wholly or partially owns and carry on the technical, commercial, financial and administrative coordination of their activities;

(d) provide or arrange for the provision (including through partially owned entities) of financing for distributors, dealers, retail customers, vendors and other business partners and carry on the technical, commercial, financial and administrative coordination of their activities;

(e) purchase or otherwise acquire, on its own behalf or on behalf of companies and entities it wholly or partially owns, the ownership or right of use of intangible assets providing them for use by those companies and entities;

(f) promote and ensure the performance of research and development activities, as well as the use and exploitation of the results thereof;

(g) undertake, on its own behalf or on behalf of companies and entities it wholly or partially owns, any investment, real estate, financial, commercial, or partnership transaction whatsoever, including the assumption of loans and financing in general and the granting to third parties of endorsements, surety ships and other guarantees, including real security; and

(h) undertake and perform any management or support services or any other activity ancillary, preparatory or complementary to any of the above.

Shareholders' structure

As of the date of this Information Document, FCA is a wholly-owned direct subsidiary of Fiat.

Corporate bodies

The current members of the Board of Directors of FCA are as follows:

Name	Position
Sergio Marchionne	Chairman, executive director and CEO
Richard K. Palmer	Executive director
Derek J. Neilson	Non-executive director

None of Messrs. Marchionne, Palmer or Neilson has received compensation for their services as directors or officers of FCA prior to the effective time of the Merger.

FCA has not yet determined who will serve on the Board of Directors at the effective time of and following the Merger.

Before completion of the Merger, FCA expects to designate the individuals who will serve on its Board of Directors from the completion of the Merger, including independent directors under applicable law, the regulations of the securities exchanges on which the FCA Common Shares will be listed and the Dutch Corporate Governance Code. In addition, upon completion of the Merger, FCA expects to form a Group Executive Council, which FCA expects will include the following directors and executive officers of Fiat:

- Sergio Marchionne as Chief Executive Officer, Fiat, Chairman and Chief Executive Officer, Chrysler, and Chief Operating Officer of NAFTA;
- Alfredo Altavilla as Chief Operating Officer Europe, Africa and Middle East (EMEA) and Head of Business Development;
- Cledorvino Belini as Chief Operating Officer Latin America;
- Michael Manley as Chief Operating Officer APAC and Head of Jeep Brand;
- Riccardo Tarantini as Chief Operating Officer Systems and Castings (Comau and Teksid);
- Eugenio Razelli as Chief Operating Officer Components (Magneti Marelli);

- Olivier François as Chief Marketing Officer and Head of Fiat Brand;
- Harald Wester as Chief Technology Officer and Head of Alfa Romeo and Maserati;
- Reid Bigland as Head of U.S. Sales, Head of Ram Brand and Head of Canada;
- Pietro Gorlier as Head of Parts & Service (MOPAR);
- Lorenzo Ramaciotti as Head of Design;
- Stefan Ketter as Chief Manufacturing Officer;
- Scott Garberding as Head of Group Purchasing;
- Doug Betts as Head of Quality;
- Bob Lee as Head of Powertrain Coordination;
- Mark Chernoby as Head of Product Portfolio Management;
- Richard Palmer as Chief Financial Officer;
- Linda Knoll as Chief Human Resources Officer;
- Alessandro Baldi as Chief Audit Officer and Sustainability; and
- Michael J. Keegan as GEC Coordinator.

A brief *curriculum vitae* is provided below for each member of the current Board of Directors of FCA.

Sergio Marchionne – Mr. Marchionne is the chairman of FCA and currently serves as Chief Executive Officer of Fiat and Chairman, Chief Executive Officer and Chief Operating Officer of Chrysler. Mr. Marchionne leads Fiat's Group Executive Council and has been Chief Operating Officer of its NAFTA region since September 2011. He also serves as Chairman of CNHI. He was the chairman of Fiat Industrial and CNH Global N.V. until the integration of these companies into CNHI.

Prior to joining Fiat, Mr. Marchionne served as Chief Executive Officer of SGS SA, Chief Executive Officer of the Lonza Group Ltd. and Chief Executive Officer of Alusuisse Lonza (Algroup). He also served as Vice President of Legal and Corporate Development and Chief Financial Officer of the Lawson Group after serving as Vice President of Finance and Chief Financial Officer of Acklands Ltd. and Executive Vice President of Glenex Industries.

Mr. Marchionne holds a Bachelor of Laws from Osgoode Hall Law School at York University in Toronto, Canada and a Master of Business Administration from the University of Windsor, Canada. Mr. Marchionne also holds a Bachelor of Arts with a major in Philosophy and minor in Economics from the University of Toronto.

Mr. Marchionne serves on the Board of Directors of Philip Morris International Inc. and as Chairman of SGS SA headquartered in Geneva. Additionally, Mr. Marchionne serves as Executive Chairman of CNHI, and as a director of Exor, a shareholder of Fiat and CNHI. Mr. Marchionne is on the Board of Directors of ACEA (European Automobile Manufacturers Association). He previously served as appointed non-executive Vice Chairman and Senior Independent Director of UBS AG as well as a director of Fiat Industrial.

Richard K. Palmer – Mr. Palmer is a director of FCA. Mr. Palmer is the Chief Financial Officer of Fiat and Chief Financial Officer of Chrysler. He became the Chief Financial Officer of Chrysler in 2009 and Chief Financial Officer of Fiat in 2011. Mr. Palmer was appointed to the Board of Directors of Chrysler in June 2014.

Prior to joining Chrysler, Mr. Palmer was Chief Financial Officer of Fiat Group Automobiles S.p.A., a position he held from December 2006. He joined the Fiat Group in 2003 as Chief Financial Officer of Comau and later moved to Iveco in the same role. From 1997 until 2003, Mr. Palmer was Finance Manager for several business units at General Electric Oil and Gas. Mr. Palmer spent the first years of his career in Audit with UTC and Price Waterhouse. Mr. Palmer is a member of the Board of Directors of R.R. Donnelley & Sons Co. Mr. Palmer is a Chartered Accountant and member of ICAEW (UK) and he holds a Bachelor of Science degree in Microbiology and Microbial Technology from the University of Warwick (U.K.).

Derek Neilson – Mr. Neilson is a director of FCA. Mr. Neilson is the Chief Manufacturing Officer of CNHI. Mr. Neilson has more than 20 years of experience in production and manufacturing engineering. He first joined CNH Global N.V. in 1999 with responsibility for the Basildon (U.K.) Plant Engine Manufacturing Business Unit. He later advanced to take the lead of the Tractor Manufacturing Business Unit. In 2004, Mr. Neilson was appointed Plant Manager of CNH Global N.V.'s Basildon (U.K.) tractor facility. After several years in this role, he became Vice President of Agricultural Manufacturing, Europe, where he served until assuming global responsibilities as Senior Vice President of Agricultural Manufacturing for CNH Global N.V. in 2010.

Mr. Neilson holds a BTEC HNC in Mechanical and Production Engineering.

2.1.1.2 Fiat (the absorbed company)

Name, form of incorporation, registered office and share capital

Fiat is the holding company of the Fiat Group, an international automotive group engaged in designing, engineering, manufacturing, distributing and selling vehicles, components and production systems.

Fiat, the parent company of the Group, was incorporated as a "Società Anonima Fabbrica Italiana di Automobili Torino – F.I.A.T." on July 11, 1899. As of today, Fiat is a joint stock company (*società per azioni*) pursuant to Italian law and has its registered office in Via Nizza 250, Turin, Italy (telephone number +39-011-0061111), tax code and registration number with the Companies' Register of Turin no. 00469580013.

As of the date of this Information Document, subscribed and paid-in capital is equal to €4,478,421,667.34, consisting of no. 1,250,955,773 ordinary shares having a nominal value of €3.58 each.

Fiat ordinary shares are traded on the MTA as well as on Euronext Paris and the Frankfurt stock exchange.

Duration and financial year

Fiat is established for a period ending on December 31, 2100 and its financial year ends on December 31.

Corporate object

The objects for which the company is established are: to carry on, either directly or through wholly or partially-owned companies and entities, activities relating to passenger and commercial vehicles, transport, mechanical engineering, agricultural equipment, energy and propulsion, as well as any other manufacturing, commercial, financial or service activity.

Within the scope and for the achievement of the above purposes, the company may:

- operate in, among other areas, the mechanical, electrical, electromechanical, thermomechanical, electronic, nuclear, chemical, mining, steel and metallurgical industries, as well as in telecommunications, civil, industrial and agricultural engineering, publishing, information services, tourism and other service industries;
- acquire shareholdings and interests in companies and enterprises of any kind or form and purchase, sell or place shares and debentures;
- provide financing to companies and entities it wholly or partially owns and carry on the technical, commercial, financial and administrative coordination of their activities;
- purchase or otherwise acquire, on its own behalf or on behalf of companies and entities it wholly or partially owns, the ownership or right of use of intangible assets providing them for use by those companies and entities;
- promote and ensure the performance of research and development activities, as well as the use and exploitation of the results thereof;
- undertake, on its own behalf or on behalf of companies and entities it wholly or partially owns, any investment, real estate, financial, commercial, or partnership transaction whatsoever, including the assumption of loans and financing in general and the granting to third parties of endorsements, suretyships and other guarantees, including real security.

The Fiat-Chrysler alliance

Since 2008, the Group has pursued a process of transformation in order to meet the challenges of a changing marketplace characterized by global overcapacity in automobile production and the consequences of economic recession that has persisted particularly in the European markets on which the Group had historically depended. As part of the Group's efforts to restructure its operations, the Group has worked to expand the scope of its automotive operations, having concluded that significantly greater scale was necessary to enable it to be a competitive force in the increasingly global automotive markets.

Towards that end, the Group began exploring an alliance with Old Carco LLC, formerly known as Chrysler LLC, ("**Old Carco**") in 2008. In the second half of 2008, the North American automotive industry experienced a dramatic decline in vehicle sales in conjunction with the global credit crisis and a deep recession in the U.S., which heavily impacted Old Carco. Old Carco traced its roots to the company originally founded by Walter P. Chrysler in 1925 that, since that time, expanded through the acquisition of the Dodge and Jeep brands. Following Daimler AG's sale of a majority interest of Old Carco in 2007, Old Carco was particularly vulnerable to the recession, the restricted availability of credit and changes in consumer preferences due to its dependence on larger, less fuel-efficient vehicles and its focus primarily on the North American market. Old Carco was less able to take advantage of developing markets and its smaller scale affected its ability to dedicate sufficient resources to research and development to maintain competitiveness and to invest in common architectures and more flexible manufacturing plants.

An alliance with Chrysler presented significant opportunities, as the two companies each had a product and technology portfolio and geographic scope that were highly complementary with one another, with the Fiat Group having a leading position in small vehicle platforms and fuel-efficient powertrains and a substantial presence in Europe and Latin America, with minimal presence in North America, while Chrysler had focused on larger vehicles, including sport utility vehicles, light trucks and minivans in the North American markets.

In April 2009, Fiat and Old Carco entered into a master transaction agreement (the "**Master Transaction Agreement**"), pursuant to which an entity Fiat formed that is now known as

"Chrysler Group LLC" agreed to purchase the principal operating assets of Old Carco and to assume certain of Old Carco's liabilities in a transaction contemplated by the Master Transaction Agreement pursuant to Section 363 of the U.S. Bankruptcy Code, which is referred to as the 363 Transaction.

Following the closing of the transaction on June 10, 2009, Fiat (through its subsidiaries) held an initial 20% ownership interest in Chrysler, with the VEBA Trust, the U.S. Treasury and the Canadian governments holding the remaining interests. Chrysler's operations were funded with financing from the U.S. Treasury and Canadian government. Fiat also held several options to acquire additional ownership interests in Chrysler. Fiat also entered into a master industrial agreement and certain related ancillary agreements (the "**Master Industrial Agreement**"), pursuant to which an alliance was formed, which is referred to as the Fiat-Chrysler Alliance.

With the Fiat-Chrysler Alliance providing enhanced operating scale in the automotive sector, in 2010 Fiat demerged the capital goods businesses, including the agricultural and construction equipment and commercial vehicles businesses previously integrated within the Group, into a separate publicly traded entity, now known as "CNH Industrial N.V." (the "**CNHI Group**"), so that the different investment cycles, financing needs and investment profiles of those businesses and the remaining automotive and related component and production systems businesses, respectively, could be addressed more effectively and with greater strategic flexibility. The Demerger was completed on January 1, 2011.

Under the Master Industrial Agreement between the Fiat Group and Chrysler, the companies have been collaborating on a number of fronts, including product and platform sharing and development, global distribution, procurement, information technology infrastructure, management services and process improvement. The main objectives in establishing the Fiat-Chrysler Alliance were:

- Product and Platform Sharing — including co-developing and sharing platforms to save on the cost of development and parts, to improve quality and time-to-market and to simplify manufacturing processes.
- Shared Technology — extending a number of key automotive technologies into each others' vehicles to improve competitiveness and lower the effective costs of new technologies through joint development and application across higher volume platforms.
- Global Distribution — leveraging each other's historical capabilities to extend the respective products into markets in which the Group did not have a significant presence, including jointly undertaking efforts to develop the Group's presence in Asia under a common distribution strategy.
- Procurement — pursuing joint purchasing programs designed to yield short- and long-term savings and efficiencies through negotiations with common suppliers, as well as expanding the use of shared parts and components and leveraging volume bundling opportunities.
- World Class Manufacturing — extending the Group's World Class Manufacturing, or WCM, principles into all of its assembly, powertrain and stamping facilities to eliminate waste of all types, which ultimately enhances worker efficiency, productivity, safety and vehicle quality, and subsequent extension of WCM principles to certain of the Group's suppliers.
- Information and Communication Technology — aligning the Group's information and communication technology systems and related business processes across the extended industrial, commercial and corporate administrative functions in order to facilitate intragroup collaboration, and to support drive toward common global systems.

The Fiat-Chrysler Alliance grew in strength and scope over the following years and Fiat acquired additional ownership interests in Chrysler, leading to majority ownership and full consolidation of

Chrysler's results into the Group's financial statements from June 1, 2011. On May 24, 2011, Chrysler refinanced the U.S. and Canadian government loans, and, in July 2011, Fiat acquired the ownership interests in Chrysler held by the U.S. Treasury and Canadian government.

In January 2014, Fiat agreed to purchase all of the VEBA Trust's equity interests in Chrysler, which represented the approximately 41.5% of Chrysler interest not then held by Fiat. The transaction was completed on January 21, 2014, resulting in Chrysler becoming an indirect wholly-owned subsidiary of Fiat.

Following the acquisition of the remaining equity interests in Chrysler in January 2014, Fiat expects to be able to capitalize on its position as a single integrated automaker to become a leading global automaker.

Shareholders' structure

Giovanni Agnelli & C. S.a.p.az. exercises control of Fiat (as defined in article 93 of the Italian Financial Act) indirectly through its subsidiary Exor, which, according to publicly available information, as of July 15, 2014 holds approximately 30.05% of Fiat ordinary shares.

Shareholders who – according to the publicly available information – directly or indirectly hold shares at the same date in Fiat representing 2% or more of voting rights are:

	%
Fiat shareholders (*)	
Exor S.p.A.	30.05%
Baillie Gifford & Co.	2.64%
Norges Bank	2.15%
Vanguard International Growth Fund	2.00%
Other shareholders (**) (***)	63.16%

(*) Fiat owns approximately 35 million treasury shares representing approximately 2.8% of its overall issued share capital.

(**) Reports by shareholders to the company and Consob may be not updated.

(***) "Other shareholders" includes directors owning shares of Fiat and Fiat treasury shares.

In addition, as of May 8, 2014, Fiat directors owning Fiat shares are the following:

	No. of shares	*%*
Fiat directors		
Sergio Marchionne	3,150,000	0.25%
John Elkann	133,000	–
Luca Cordero di Montezemolo	127,172	–
Gian Maria Gros Pietro (*)	3,300	

(*) Effective June 23, 2014 Mr. Gian Maria Gros Pietro resigned from the Board of Directors of Fiat and was replaced by Glenn Earle.

As to the possible shareholder structure of FCA following completion of the Merger, please refer to Section 2.1.3 below.

Corporate bodies

Board of Directors and executive officers

The Board of Directors, elected by shareholders at the general meeting held on April 4, 2012 for the 2012, 2013 and 2014 financial years, is composed of the following:

Name	**Position**
John Elkann	Chairman
Sergio Marchionne	CEO
Andrea Agnelli	Director
Joyce Victoria Bigio	Independent director (*)
Tiberto Brandolini d'Adda	Director
René Carron	Independent director (*)
Luca Cordero di Montezemolo	Director
Glenn Earle (**)	Independent director (*)
Patience Wheatcroft	Independent director (*)

(*) The independence requirements are those provided for under article 148 of the Italian Financial Act.

(**) Effective June 23, 2014 Mr. Gian Maria Gros Pietro resigned from the Board of Directors of Fiat and was replaced by Glenn Earle.

The executive officers are the following:

- Alfredo Altavilla;
- Cledorvino Belini;
- Michael Manley;
- Riccardo Tarantini;
- Eugenio Razelli;
- Olivier François;
- Harald Wester;
- Reid Bigland;
- Pietro Gorlier;
- Lorenzo Ramaciotti;
- Stefan Ketter;
- Scott Garberding;
- Doug Betts;
- Bob Lee;
- Mark Chernoby;
- Richard Palmer;
- Linda Knoll;
- Alessandro Baldi; and
- Michael J. Keegan.

Board of statutory auditors

The board of statutory auditors, elected by shareholders at the general meeting held on April 4, 2012 for the 2012, 2013 and 2014 financial years, is composed of the following:

Name	**Position**
Ignazio Carbone	Chairman
Lionello Jona Celesia	Statutory auditor
Piero Locatelli	Statutory auditor
Lucio Pasquini	Alternate auditor
Fabrizio Mosca	Alternate auditor
Corrado Gatti	Alternate auditor

Independent auditors

E&Y was appointed as the company's independent auditors on March 30, 2011 for a period of nine years (January 1, 2012 – December 31, 2020). On April 4, 2012, shareholders approved an increase in the auditors fees for E&Y in consideration of the significant increase in work required in relation to the audit plan for the Group's consolidated financial statements resulting from the acquisition of control of Chrysler during 2011.

The independent auditors issued an unqualified opinion on the company's 2013 statutory and consolidated financial statements. Reports of the independent auditors are publicly available from the sources indicated in Section 2.3.

2.1.1.3 Description of FCA following the Merger

(A) Amendments to the articles of association associated with or resulting from the Merger

The articles of association of FCA in force as of the date of this Information Document have been established by deed of incorporation of FCA executed before a substitute of Guido Marcel Portier, civil law notary, officiating in Amsterdam, the Netherlands, on April 1, 2014 (the "**FCA Incorporation Date**") and a copy of these articles of association is attached to the Common Merger Terms as Schedule 3.

Upon the Merger becoming effective, FCA's articles of association will be in the form of the proposed New Articles of Association attached to the Common Merger Terms as Schedule 4.

Upon effectiveness of the Merger, Fiat Investments N.V. will be renamed "Fiat Chrysler Automobiles N.V." (**FCA**). As a result of the Merger becoming effective, FCA will be the surviving company and will maintain its current legal form and official seat, and will therefore be subject to the laws of the Netherlands.

As appendix to this Information Document, a table is enclosed containing a summary comparison of (a) the current rights of Fiat shareholders under Italian law and Fiat by-laws; and (b) the rights which Fiat shareholders will have as FCA shareholders upon the effectiveness of the Merger under Dutch law and the New Articles of Association.

Corporate objects of FCA

The objects for which the company is established are to carry on, either directly or through wholly or partially-owned companies and entities, activities relating in whole or in any part to passenger and commercial vehicles, transport, mechanical engineering, energy, engines, capital machinery and equipment and related goods and propulsion, as well as any other manufacturing, commercial, financial or service activity. Within the scope and for the achievement of the purposes mentioned above, the company may:

(a) operate in, among other areas, the mechanical, electrical, electro mechanical, thermo mechanical, electronic, nuclear, chemical, mining, steel and metallurgical industries, as well as in telecommunications, civil, industrial and agricultural engineering, publishing, information services, tourism and other service industries;

(b) acquire shareholdings and interests in companies and enterprises of any kind or form and purchase, sell or place shares, debentures, bonds, promissory notes or other securities or evidence of indebtedness;

(c) provide financing to companies and entities it wholly or partially owns and carry on the technical, commercial, financial and administrative coordination of their activities;

(d) provide or arrange for the provision (including through partially owned entities) of financing for distributors, dealers, retail customers, vendors and other business partners and carry on the technical, commercial, financial and administrative coordination of their activities;

(e) purchase or otherwise acquire, on its own behalf or on behalf of companies and entities it wholly or partially owns, the ownership or right of use of intangible assets providing them for use by those companies and entities;

(f) promote and ensure the performance of research and development activities, as well as the use and exploitation of the results thereof;

(g) undertake, on its own behalf or on behalf of companies and entities it wholly or partially owns, any investment, real estate, financial, commercial, or partnership transaction whatsoever, including the assumption of loans and financing in general and the granting to third parties of endorsements, surety ships and other guarantees, including real security; and

(h) undertake and perform any management or support services or any other activity ancillary, preparatory or complementary to any of the above.

Share capital of FCA

Upon the Merger becoming effective, the authorized share capital of FCA will be equal to € 40,000,000.00 divided into 2,000,000,000 FCA Common Shares and 2,000,000,000 Special Voting Shares, all having a nominal value of €0.01 each.

As provided for by Section 6.1 of the Common Merger Terms, all 35,000,000 FCA shares currently held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat that are held by Fiat at the time of completion of the Merger will not be cancelled in accordance with Section 2:325, paragraph 3, of the Dutch Civil Code, but will continue to exist as FCA Common Shares held by FCA in treasury. According to Dutch law and the New Articles of Association, FCA Common Shares held in treasury are not entitled to any distribution or voting rights. These treasury shares may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations. FCA may carry out such transactions for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger.

In addition, following the Merger, newly-issued FCA Common Shares and/or FCA Common Shares held in treasury may also be used to service certain incentive plans, approved by FCA prior to or after the Merger Effective Date, for the benefit of certain FCA's directors and employees.

FCA Common Shares that are traded on the NYSE will be held through the book-entry system provided by the DTC. FCA Common Shares traded on the MTA will be held through Monte Titoli, as a participant of DTC. FCA Common Shares that have been entered into the DTC book-entry system will be registered in the name of Cede & Co., as nominee for DTC and transfers of beneficial ownership of shares held through DTC will be effected by electronic transfer made by DTC participants. Article 12 of the New Articles of Association (regarding transfer of shares) does not apply to the trading of such FCA Common Shares on a regulated market or the equivalent thereof.

Transfers of shares held outside of DTC (including Monte Titoli, as a participant in DTC) or another direct registration system maintained by Computershare US, FCA's transfer agent in New York, and not represented by certificates are effected by a stock transfer instrument and require the written acknowledgement by FCA. Transfer of registered certificates is effected by presenting and surrendering the certificates to the FCA's transfer agent in New York. A valid transfer requires the registered certificates to be properly endorsed for transfer as provided for in the certificates and

accompanied by proper instruments of transfer and stock transfer tax stamps for, or funds to pay, any applicable stock transfer taxes.

FCA Common Shares are freely transferable, while, as described below, Special Voting Shares are non transferable except in limited specified circumstances (e.g., transfers to affiliates or relatives through succession, donation or other transfers). At any time, a holder of FCA Common Shares that are Electing Common Shares or Qualifying Common Shares wishing to transfer such common shares other than in the limited specified circumstances must first request a de-registration of such Electing Common Shares or Qualifying Common Shares from the Loyalty Register and, if held outside the Regular Trading System, move such common shares back into the Regular Trading System. After de-registration from the Loyalty Register, such FCA Common Shares no longer qualify as Electing Common Shares or Qualifying Common Shares and, as a result, the holder of such FCA Common Shares is required to offer and transfer the Special Voting Shares associated with the transferred FCA Common Shares to FCA for no consideration. No shareholder required to transfer Special Voting Shares pursuant to the Terms and Conditions of the Special Voting Shares shall be entitled to any purchase price for such Special Voting Shares and each shareholder is required to expressly waive any rights in that respect as a condition to participation in the Loyalty Voting Structure.

The Board of Directors of FCA may authorize the issuance of FCA Common Shares free from pre-emptive rights, thereby enabling FCA, at any time following the Merger, to offer and sell newly issued FCA Common Shares or securities convertible into or exercisable for FCA Common Shares. Such market transactions may be carried out for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger.

Shareholders' structure

Taking into account the Exchange Ratio, as determined under Section 2.1.2.3, on the basis of which one (1) FCA Common Share will be assigned to each holder of one (1) Fiat ordinary share, the pre-Merger shareholders of Fiat will hold the same percentage of FCA Common Shares as of Fiat ordinary shares held before the Merger (subject to the exercise of cash exit rights by Fiat shareholders and, following the Merger, to any offer and sale on the market of FCA Common Shares including FCA treasury shares as described under this Section 2.1.1.3). However, as a result of the Loyalty Voting Structure, a particular shareholders' voting power in FCA will depend on the extent to which the shareholder and the other shareholders participate in the Loyalty Voting Structure with respect to FCA.

In particular, if Exor elects to participate in the Loyalty Voting Structure with respect to all of the FCA Common Shares it will be entitled to receive upon completion of the Merger, and no other shareholder elected to participate in the Loyalty Voting Structure, Exor's voting power in FCA immediately following completion of the Merger could be as high as approximately 46% (before considering exercise of any cash exit rights and, following the Merger, the offer and sale on the market of FCA Common Shares, including FCA treasury shares as described under this Section 2.1.1.3).

As to the possible shareholder structure of FCA following completion of the Merger, please refer to Section 2.1.3 below.

In connection with any outstanding compensation plans based on financial instruments adopted by Fiat prior to the Merger Effective Date, the beneficiaries of said plans shall be awarded, for each right held, immediately following the Merger Effective Date, a comparable right with respect to FCA.

Corporate bodies

FCA has not yet determined who will serve on the Board of Directors at the effective time of and following the Merger. It is intended that FCA management and control structure will consist of a Board of Directors and an external accounting auditor appointed by the general meeting of FCA shareholders or, failing such appointment, by the Board of Directors to examine the annual accounts prepared by the Board of Directors, report thereon to the Board of Directors and express an opinion with regard thereto.

Before completion of the Merger, FCA expects to designate the individuals who will serve on its Board of Directors from the completion of the Merger, including independent directors under applicable law, the regulations of the securities exchanges on which the FCA Common Shares will be listed and the Dutch Corporate Governance Code. The Board of Directors, consisting of three (3) or more members, comprising both members having responsibility for the ordinary management of the company (executive directors) and members not having such responsibility for the ordinary management of the company (non-executive directors), will be responsible for management and strategy of FCA. The majority of the members of the Board of Directors shall consist of non-executive directors. The term of office of directors will be for one financial year only, provided that each such director may be reappointed for an unlimited number of terms.

In addition, upon completion of the Merger, FCA expects to form a managerial body led by FCA's Chief Executive Officer or a Group Executive Council, which FCA expects will include persons who are currently members of the senior management of Fiat and its subsidiaries.

Effective on or about the completion of the Merger, FCA expects that its Board of Directors will establish an Audit Committee, a Compensation Committee and a Governance and Sustainability Committee; the Board of Directors shall have the power to appoint any further committees, composed of directors and officers of FCA and of Group companies determining the relevant duties and powers of these committees, it being understood that, in any case, the Board of Directors shall remain fully responsible for the actions undertaken by such committees.

FCA further expects that those committees will be established in accordance with the principles and best practice provisions provided for by the Dutch Corporate Governance Code.

FCA shall have a policy in respect of the remuneration of the members of its Board of Directors. With due observation of the remuneration policy, the FCA Board of Directors may determine the remuneration for the directors in respect of the performance of their duties.

FCA Board of Directors shall submit to the general meeting of shareholders for its approval plans to award shares or the right to subscribe for shares. FCA shall not grant the directors any personal loans or guarantees unless in the normal course of business, as regards executive directors on terms applicable to the personnel as a whole, and after approval of FCA Board of Directors.

Loyalty Voting Structure

Reason

In order to foster the development and continued involvement of a core base of long-term shareholders in a manner that reinforces the Group's stability, as well as providing FCA enhanced flexibility in pursuing strategic opportunities in the future, the New Articles of Association provide for the Loyalty Voting Structure. The purpose of the Loyalty Voting Structure is to reward long-term ownership of FCA Common Shares and promote stability of the FCA shareholder base by granting long-term FCA shareholders with Special Voting Shares to which one voting right is attached additional to the one granted by each FCA Common Share that they hold.

Characteristics of the Special Voting Shares

As explained in the Common Merger Terms and the relevant annexes, FCA will issue Special Voting Shares with a nominal value of one Euro cent (€0.01) per share, to those shareholders of Fiat who are eligible for and elect to receive such Special Voting Shares upon closing of the Merger in addition to FCA Common Shares, pursuant to the Terms and Conditions of the Special Voting Shares.

Subject to meeting certain conditions, FCA Common Shares can be registered in the loyalty register of FCA (the "**Loyalty Register**") and may qualify as qualifying common shares ("**Qualifying Common Shares**"). The holder of Qualifying Common Shares will be entitled to receive one Special Voting Share in respect of each such Qualifying Common Share.

Notwithstanding the fact that article 13 of the New Articles of Association permits the Board of Directors of FCA to approve transfers of Special Voting Shares, the Special Voting Shares cannot be traded and are transferrable only in very limited circumstances (*i.e.*, to a Loyalty Transferee, as defined below, or to FCA for no consideration (*om niet*)).

In particular, pursuant to the Terms and Conditions of the Special Voting Shares and for so long as the FCA Common Shares remain in the Loyalty Register, such FCA Common Shares shall not be sold, disposed of, transferred, except in very limited circumstances (*i.e.*, transfers to affiliates or to relatives through succession, donation or other transfers, defined in the Terms and Conditions of the Special Voting Shares as "**Loyalty Transferee**"), but a shareholder may create or permit to exist any pledge lien, fixed or floating charge or other encumbrance over such FCA Common Shares, provided that the voting rights in respect of such FCA Common Shares and any corresponding Special Voting Shares remain with such shareholder at all times.

FCA's shareholders who want to directly or indirectly sell, dispose of, trade or transfer such FCA Common Shares or otherwise grant any right or interest therein, or create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over such FCA Common Shares with a potential transfer of voting rights relating to such encumbrances will need to submit a de-registration request as referred to in the Terms and Conditions of the Special Voting Shares, in order to transfer the relevant FCA Common Shares to the Regular Trading System except that an FCA shareholder may transfer FCA Common Shares included in the Loyalty Register to a Loyalty Transferee of such FCA shareholder without transferring such shares from the Loyalty Register to the Regular Trading System.

The Special Voting Shares have immaterial economic entitlements. As anticipated, the purpose of the Special Voting Shares is to grant long-term FCA shareholders with an extra voting right by means of granting an additional Special Voting Share, without granting such shareholders with any economic rights additional to the ones pertaining to the FCA Common Shares. However, as a matter of Dutch law, such Special Voting Shares cannot be fully excluded from economic entitlements. Therefore, the New Articles of Association provide that only a minimal dividend accrues to the Special Voting Shares, which is not distributed, but allocated to a separate special

dividend reserve. From the profits shown in the adopted annual accounts the FCA Board of Directors shall determine the amount to be reserved. The profits remaining after such reservation shall be applied to allocate and add an amount of 1% of the aggregate nominal value of all outstanding Special Voting Shares to the Special Voting Shares dividend reserve. Such special dividend reserve can only be distributed or released pursuant to a prior proposal from the FCA Board of Directors and a subsequent resolution of the meeting of holders of Special Voting Shares. The meeting of holders of Special Voting Shares meets as often as the Board of Directors of FCA calls it; however, there are no rights granted to this particular meeting other than the right to resolve upon the distribution of the special voting shares dividend reserve. The Special Voting Shares do not carry any entitlement to any other reserve.

Shareholders having been provided with the Special Voting Shares will be allowed actually to exercise one (1) vote for each Special Voting Share that they hold and one (1) vote for each FCA Common Share that they hold (it being understood that there will be no legal constraints as to the consistency between the voting right pertaining to each FCA Common Shares and the voting right pertaining to the relevant Special Voting Share).

If FCA is dissolved and liquidated, whatever remains of FCA's equity after all its debts have been discharged shall first be applied to distribute the aggregate balance of share premium reserves and other reserves (other than the Special Voting Shares dividend reserve), to holders of FCA Common Shares in proportion to the aggregate nominal value of the FCA Common Shares held by each holder; secondly, from any balance remaining, an amount equal to the aggregate amount of the nominal value of the FCA Common Shares will be distributed to the holders of FCA Common Shares in proportion to the aggregate nominal value of FCA Common Shares held by each of them; thirdly, from any balance remaining, an amount equal to the aggregate amount of the Special Voting Shares dividend reserve will be distributed to the holders of Special Voting Shares in proportion to the aggregate nominal value of the Special Voting Shares held by each of them; fourthly, from any balance remaining, the aggregate amount of the nominal value of the Special Voting Shares will be distributed to the holders of Special Voting Shares in proportion to the aggregate nominal value of the Special Voting Shares held by each of them; and, lastly, any balance remaining will be distributed to the holders of FCA Common Shares in proportion to the aggregate nominal value of FCA Common Shares held by each of them.

Article 10 of the Terms and Conditions of the Special Voting Shares includes liquidated damages provision (*schadevergoedingsbeding*) intended to deter any attempt by holders to circumvent the terms of the Special Voting Shares. Such liquidated damages provisions may be enforced by FCA by means of a legal action brought by FCA before the competent courts of Amsterdam, the Netherlands. In particular, a violation of the provisions of the Terms and Conditions of the Special Voting Shares concerning the transfer of Special Voting Shares, Electing Common Shares and Qualifying Common Shares may lead to the imposition of liquidated damages.

Finally, pursuant to article 12 of the Terms and Conditions of the Special Voting Shares, any amendment to these Terms and Conditions (other than merely technical, non-material amendments and unless such amendment is required to ensure compliance with applicable law or regulations or the listing rules of any securities exchange on which the FCA Common Shares are listed) may only be made with the approval of the general meeting of shareholders of FCA.

Allocation of the Special Voting Shares

As far as the allocation of the Special Voting Shares is concerned, such allocation shall occur as follows.

Allocation upon the Merger

In connection with the Merger, Fiat shareholders will be entitled to elect to participate in the Loyalty Voting Structure upon closing of the Merger as described below.

Prior to the Fiat Extraordinary Meeting of Shareholders at which the Common Merger Terms will be submitted for approval, an election form will be made available to Fiat shareholders on Fiat's website (www.fiatspa.com) (the "**Election Form**").

Fiat shareholders who wish to elect to participate in the Loyalty Voting Structure with respect to all or some of the FCA Common Shares they are entitled to receive in the Merger will be required to submit (through their relevant depository intermediaries) such election in the applicable form no later than 15 business days after the Fiat Extraordinary Meeting of Shareholders and such Election Form must be countersigned by the relevant broker/authorized intermediary.

Immediately after the closing of the Merger, Fiat shareholders that (i) were present or represented (by proxy) at the relevant Extraordinary Meeting of Shareholders, regardless of how they vote, (ii) timely and properly submitted (through their relevant depository intermediaries) the Election Form and the relevant power of attorney included in the Election Form and (iii) continued to own the relevant Fiat ordinary shares continuously during the period between the record date preceding the applicable extraordinary general meeting and the effective date of the Merger will have their FCA Common Shares registered in the Loyalty Register.

Following such registration, a corresponding number of Special Voting Shares will be allocated to the holders of the FCA Common Shares, so that the additional voting rights can be exercised at the first FCA shareholders' meeting following the registration.

By signing the applicable Election Form, Fiat shareholders also agree to be bound by the Terms and Conditions of the Special Voting Shares, including the transfer restrictions described above.

Allocation after the Merger

Following the Merger, FCA's shareholders who seek to qualify to receive Special Voting Shares can also request to have their FCA Common Shares registered in the Loyalty Register. Upon registration in the Loyalty Register such shares will be eligible to be treated as Qualifying Common Shares, provided they meet the conditions more fully described under the Terms and Conditions of the Special Voting Shares.

After closing of the Merger, an FCA shareholder may at any time elect to participate in the Loyalty Voting Structure by requesting that FCA register all or some of the number of FCA Common Shares held by such FCA shareholder in the Loyalty Register. Such election shall be effective and registration in the Loyalty Register shall occur as of the end of the calendar month during which the election is made. If such Electing Common Shares have been registered in the Loyalty Register (and thus blocked from trading in the Regular Trading System) for an uninterrupted period of three years in the name of the same shareholder, the holder of such Electing Common Shares, which will become Qualifying Common Shares, will be entitled to receive one Special Voting Share for each such Qualifying Common Share that has been registered.

If at any moment in time such FCA Common Shares are de-registered from the Loyalty Register for whatever reason, the relevant shareholder loses its entitlement to hold a corresponding number of Special Voting Shares.

Transfer of the Special Voting Shares and de-registration from the Loyalty Register

Notwithstanding the fact that article 13 of the New Articles of Association permits the Board of Directors of FCA to approve transfers of Special Voting Shares, the Special Voting Shares cannot

be traded and are transferrable only in very limited circumstances (*i.e.*, to a Loyalty Transferee or to FCA for no consideration (*om niet*)).

At any time, a holder of Electing Common Shares or Qualifying Common Shares may request the de-registration of such shares from the Loyalty Register to enable free trading thereof in the regular trading system (the "**Regular Trading System**"). Upon the de-registration from the Loyalty Register, such shares will cease to be Electing Common Shares or Qualifying Common Shares as the case may be, and will be freely tradable and voting rights attached to the corresponding Special Voting Shares will be suspended with immediate effect and such Special Voting Shares shall be transferred to FCA for no consideration (*om niet*).

As described above, a holder of Electing Common Shares or Qualifying Common Shares may request that some or all of its Electing Common Shares or Qualifying Common Shares be de-registered from the Loyalty Register and if held outside the Regular Trading System, move such shares back to the Regular Trading System, which will allow such shareholder to freely trade its FCA Common Shares, as described below. From the moment of such request, the holder of Qualifying Common Shares shall be considered to have waived his rights to cast any votes associated with the Special Voting Shares which were issued and allocated in respect of such Qualifying Common Shares. Any such request would automatically trigger a mandatory transfer requirement pursuant to which the Special Voting Shares will be offered and transferred to FCA for no consideration (*om niet*) in accordance with the New Articles of Association and the Terms and Conditions of the Special Voting Shares. FCA may continue to hold the Special Voting Shares as treasury stock, but will not be entitled to vote any such treasury stock. Alternatively, FCA may withdraw and cancel the Special Voting Shares, as a result of which the nominal value of such shares will be allocated to the special capital reserves of FCA. Consequently, the loyalty voting feature will terminate as to the relevant Qualifying Common Shares being de-registered from the Loyalty Register.

No shareholder required to transfer Special Voting Shares pursuant to the Terms and Conditions of the Special Voting Shares shall be entitled to any purchase price for such Special Voting Shares and each shareholder expressly waives any rights in that respect as a condition to participation in the Loyalty Voting Structure.

A shareholder who is a holder of Qualifying Common Shares or Electing Common Shares must promptly notify FCA upon the occurrence of a "change of control" as defined in the New Articles of Association, as described below. The change of control will trigger the de-registration of the relevant Electing Common Shares or Qualifying Common Shares in the Loyalty Register. The voting rights attached to the Special Voting Shares issued and allocated in respect of the relevant Qualifying Common Shares will be suspended with immediate effect upon a direct or indirect change of control in respect of the relevant holder of such Qualifying Common Shares that are registered in the Loyalty Register.

A "change of control" shall mean, in respect of any FCA shareholder that is not an individual (*natuurlijk persoon*), any direct or indirect transfer in one or a series of related transactions as a result of which (i) a majority of the voting rights of such shareholder, (ii) the de facto ability to direct the casting of a majority of the votes exercisable at general meetings of shareholders of such shareholder and/or (iii) the ability to appoint or remove a majority of the directors, executive directors or board members or executive officers of such shareholder or to direct the casting of a majority or more of the voting rights at meetings of the Board of Directors, governing body or executive committee of such shareholder has been transferred to a new owner, provided that no change of control shall be deemed to have occurred if (a) the transfer of ownership and/or control is an intragroup transfer under the same parent company, (b) the transfer of ownership and/or control is the result of the succession or the liquidation of assets between spouses or the inheritance, inter

vivo donation or other transfer to a spouse or a relative up to and including the fourth degree or (c) the fair market value of the Qualifying Common Shares held by such shareholder represents less than twenty percent (20%) of the total assets of the Transferred Group at the time of the transfer and the Qualifying Common Shares held by such shareholder, in the sole judgment of the company, are not otherwise material to the Transferred Group or the Change of Control transaction. "Transferred Group" shall mean the relevant shareholder together with its affiliates, if any, over which control was transferred as part of the same change of control transaction within the meaning of the definition of Change of Control.

Information on Dutch company law

In addition to the description of the corporate governance structure of FCA upon completion of the Merger, below is a brief overview of the laws applicable to FCA, as a company organized under the laws of the Netherlands.

Issuance of shares

The general meeting of shareholders of FCA has the authority to resolve on any issuance of shares. In such a resolution, the general meeting must determine the price and other terms of issuance. The Board of Directors of FCA may have the power to issue shares if it has been authorized to do so by the general meeting, or pursuant to the New Articles of Association. Under Dutch law, such authorization may not exceed a period of five years, but may be renewed by a resolution of the general meeting for subsequent five-year periods at any time. The FCA Board of Directors will be designated by the New Articles of Association as the competent body to issue FCA Common Shares and Special Voting Shares for an initial period of five years, which may be extended by the general meeting with additional consecutive periods of up to a maximum of five years each.

FCA will not be required to obtain approval from the general meeting of shareholders to issue shares pursuant to the exercise of a right to subscribe for shares that was previously granted pursuant to authority granted by the shareholders or pursuant to delegated authority by the Board of Directors. The general meeting of shareholders of FCA shall, for as long as any such designation of the Board of Directors of FCA for this purpose is in force, no longer have authority to decide on the issuance of shares.

Rights of pre-emption

Under Dutch law and the New Articles of Association, each FCA shareholder will have a right of pre-emption in proportion to the aggregate nominal value of its shareholding upon the issuance of new FCA Common Shares (or the granting of rights to subscribe for FCA Common Shares). Exceptions to this right of pre-emption include the issuance of new FCA Common Shares (or the granting of rights to subscribe for FCA Common Shares): (i) to employees of FCA or another member of its Group pursuant to a stock compensation plan of FCA or any of its subsidiaries, (ii) against payment in kind (contribution other than in cash) and (iii) to persons exercising a previously granted right to subscribe for FCA Common Shares.

In the event of an issuance of Special Voting Shares, shareholders shall not have any right of pre-emption.

The general meeting may resolve to limit or exclude the rights of pre-emption upon an issuance of FCA Common Shares, which resolution requires approval of at least two-thirds of the votes cast, if less than half of the issued share capital is represented at the general meeting. The New Articles of Association or the general meeting may also designate the FCA Board of Directors to resolve to limit or exclude the rights of pre-emption in relation to the issuance of FCA Common Shares. Pursuant to Dutch law, the designation by the general meeting may be granted to the FCA Board of Directors for a specified period of time of not more than five years and only if the FCA Board of Directors has also been designated or is simultaneously designated the authority to resolve to issue

FCA Common Shares. The FCA Board of Directors will be designated in the New Articles of Association as the competent body to exclude or limit rights of pre-emption for an initial period of five years, which may be extended by the general meeting with additional periods up to a maximum of five years per period.

The Board of Directors of FCA may authorize the issuance of FCA Common Shares free from pre-emptive rights, thereby enabling FCA, at any time following the Merger, to offer and sell newly issued FCA Common Shares or securities convertible into or exercisable for FCA Common Shares. Such market transactions may be carried out for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger.

Repurchase of shares

Upon agreement with the relevant FCA shareholder, FCA may acquire its own shares at any time for no consideration (*om niet*), or subject to certain provisions of Dutch law and the New Articles of Association, for consideration if: (i) FCA's shareholders' equity less the payment required to make the acquisition does not fall below the sum of called-up and paid-in share capital and any statutory reserves, (ii) FCA and its subsidiaries would thereafter not hold shares or hold a pledge over FCA Common Shares with an aggregate nominal value exceeding 50% of the FCA's issued share capital and (iii) the Board of Directors has been authorized to do so by the general meeting.

The acquisition of fully paid-up shares by FCA other than for no consideration (*om niet*) requires authorization by the general meeting. Such authorization may be granted for a period not exceeding 18 months and shall specify the number of shares, the manner in which the shares may be acquired and the price range within which shares may be acquired. The authorization is not required for the acquisition of shares for employees of FCA or another member of its Group, under a scheme applicable to such employees and no authorization is required for repurchase of shares acquired in certain other limited circumstances in which the acquisition takes place by operation of law, such as pursuant to mergers or demergers. Such shares must be officially listed on a price list of an exchange.

Prior to the Merger, the general meeting is expected to resolve to designate the Board of Directors as the competent body to resolve on FCA acquiring any FCA's fully paid-up FCA Common Shares other than for no consideration (*om niet*) for a period of 18 months.

FCA may, jointly with its subsidiaries, hold shares in its own capital exceeding one-tenth of its issued capital for no more than three years after acquisition of such FCA shares for no consideration (*om niet*) or in certain other limited circumstances in which the acquisition takes place by operation of law, such as pursuant to mergers or demergers. Any FCA shares held by FCA in excess of the amount permitted shall transfer to all members of the FCA Board of Directors jointly at the end of the last day of such three year period. Each member of the FCA Board of Directors shall be jointly and severally liable to compensate FCA for the value of the FCA shares at such time, with interest at the statutory rate thereon from such time. The term FCA shares in this paragraph shall include depositary receipts for shares and shares in respect of which FCA holds a right of pledge.

No votes may be cast at a general meeting on the FCA shares held by FCA or its subsidiaries. Also no voting rights may be cast at a general meeting in respect of FCA shares for which depositary receipts have been issued that are owned by FCA. Nonetheless, the holders of a right of usufruct or pledge in respect of shares held by FCA and its subsidiaries in FCA's share capital are not excluded from the right to vote on such shares, if the right of usufruct or pledge was granted prior to the time such shares were acquired by FCA or its subsidiaries.

Neither FCA nor any of its subsidiaries may cast votes in respect of a share on which it or its subsidiaries holds a right of usufruct or pledge. Currently, none of the FCA Common Shares are held by it or its subsidiaries. No right of pledge may be established on Special Voting Shares and the voting rights attributable to Special Voting Shares may not be assigned to a usufructuary.

Reduction of share capital

Shareholders at a general meeting have the power to cancel shares acquired by FCA or to reduce the nominal value of the shares. A resolution to reduce the share capital requires a majority of at least two-thirds of the votes cast at the general meeting, if less than one-half of the issued capital is present or represented at the meeting. If more than one-half of the issued share capital is present or represented at the meeting, a simple majority of the votes cast at the general meeting is required. Any proposal for cancellation or reduction of nominal value is subject to general requirements of Dutch law with respect to reduction of share capital.

Transfer of shares

In accordance with the provisions of Dutch law, pursuant to Article 12 of the New Articles of Association the transfer of shares or the creation of a right in rem thereon requires a deed of transfer executed before a Dutch civil law notary, unless shares are (or shall shortly be) admitted to trading on a regulated market or multilateral trading facility as referred to in article 1:1 of the Dutch Financial Supervision Act or a system comparable to a regulated market or multilateral trading facility.

The transfer of FCA Common Shares that have not been entered into a book-entry system will be effected in accordance with article 12 of the New Articles of Association.

FCA Common shares that have been entered into the DTC book-entry system will be registered in the name of Cede & Co., as nominee for DTC and transfers of beneficial ownership of shares held through DTC will be effected by electronic transfer made by DTC participants. Article 12 of the New Articles of Association does not apply to the trading of such FCA Common Shares on a regulated market or the equivalent thereof.

Transfers of shares held outside of DTC (including Monte Titoli, as a participant in DTC) and not represented by certificates are effected by a stock transfer instrument and require the written acknowledgement by FCA. Transfer of registered certificates is effected by presenting and surrendering the certificates to the FCA's transfer agent in New York. A valid transfer requires the registered certificates to be properly endorsed for transfer as provided for in the certificates and accompanied by proper instruments of transfer and stock transfer tax stamps for, or funds to pay, any applicable stock transfer taxes.

FCA Common Shares are freely transferable, while, as described above, Special Voting Shares are generally not transferable. In particular, at any time, a holder of FCA Common Shares that are registered in the Loyalty Register as Electing Common Shares or as Qualifying Common Shares, wishing to transfer such common shares other than in limited specified circumstances (e.g., transfers to affiliates or relatives through succession, donation or other transfers) must first request a de-registration of such Electing Common Shares or Qualifying Common Shares from the Loyalty Register and, if held outside the Regular Trading System, move such common shares back into the Regular Trading System. After de-registration from the Loyalty Register, any Qualifying Common Shares no longer qualify as Qualifying Common Shares and, as a result, the holder of such FCA Common Shares is required to offer and transfer the Special Voting Shares associated with such FCA Common Shares that were previously Qualifying Common Shares to FCA for no consideration (*om niet*).

Annual accounts and independent auditor

FCA's financial year will be the calendar year. Pursuant to FCA's deed of incorporation, the first financial year of FCA will end on December 31, 2014. Within four months after the end of each financial year, the Board of Directors will prepare the annual accounts, which must be accompanied by an annual report and an annual auditor's report and will publish the accounts and annual report and will make those available for inspection at FCA's registered office.

All members of the Board of Directors are required to sign the annual accounts and, in case the signature of any member is missing, the reason for this must be stated.

The annual accounts are to be adopted by the general meeting at the annual general meeting of shareholders, at which meeting the members of the Board of Directors will be discharged from liability for performance of their duties with respect to any matter disclosed in the annual accounts during the relevant financial year insofar this appears from the annual accounts. The annual accounts, the annual report and the independent auditor's report are made available through FCA's website to the shareholders for review as from the day of the notice convening the annual general meeting of shareholders.

Payment of dividends

FCA may make distributions to the shareholders and other persons entitled to the distributable profits only to the extent that its shareholders' equity exceeds the sum of the paid-up portion of the share capital and the reserves that must be maintained in accordance with Dutch law. No distribution of profits may be made to FCA itself for shares that FCA holds in its own share capital.

FCA may only make a distribution of dividends to the shareholders after the adoption of its statutory annual accounts demonstrating that such distribution is legally permitted. The FCA Board of Directors may determine that other distributions shall be made, in whole or in part, from FCA's share premium reserve or from any other freely distributable reserve, provided that payments from reserves may only be made to the shareholders that are entitled to the relevant reserve upon the dissolution of FCA and provided further that the policy of FCA on additions to reserves and dividends is duly observed.

Holders of Special Voting Shares will not receive any dividend in respect of the Special Voting Shares, however FCA maintains a separate dividend reserve for the Special Voting Shares for the sole purpose of the allocation of the mandatory minimal profits that accrue to the Special Voting Shares. This allocation establishes a reserve for the amount that would otherwise be paid. The Special Voting Shares do not carry any entitlement to any other reserve. Any distribution out of the special dividend reserve or the partial or full release of such reserve requires a prior proposal from the FCA Board of Directors and a subsequent resolution of the meeting of holders of Special Voting Shares.

Insofar as the profits have not been distributed or allocated to the reserves, they may, by resolution of the general meeting, be distributed as dividends on the FCA Common Shares only. The general meeting may resolve, on the proposal of the FCA Board of Directors, to declare and distribute dividends in U.S. dollars. The FCA Board of Directors may decide, subject to the approval of the general meeting and the FCA Board of Directors having been designated as the body competent to pass a resolution for the issuance of shares, that a distribution shall, wholly or partially, be made in the form of shares, or that shareholders shall be given the option to receive a distribution either in cash or in the form of shares.

The right to dividends and distributions will lapse if the dividends or distributions are not claimed within five years following the day after the date on which they first became payable. Any dividends or other distributions made in violation of the New Articles of Association or Dutch law will have to be repaid by the shareholders who knew or should have known, of such violation.

Annual meeting

An annual general meeting of shareholders must be held within 6 months from the end of FCA's preceding financial year to discuss, *inter alia*, the annual report, the adoption of the annual accounts, allocation of profits (including the proposal to distribute dividends), release of members of the Board of Directors from liability for their management and supervision, and other proposals brought up for discussion by the Board of Directors.

General meeting of shareholders and place of meetings

Other general meetings will be held if requested by the Board of Directors, the chairman or the chief executive officer, or by the written request (stating the exact subjects to be discussed) of one or more shareholders representing in aggregate at least 10% of the issued share capital of the company (taking into account the relevant provisions of Dutch law, the New Articles of Association and the applicable stock exchange regulations). General meetings will be held in Amsterdam or Haarlemmermeer (Schiphol Airport), the Netherlands.

Notice of call and agenda

General meetings can be convened by a notice, specifying the subjects to be discussed, the place and the time of the meeting and admission and participation procedure, issued at least 42 days before the meeting. All convocations, announcements, notifications and communications to shareholders and other persons entitled to attend the general meeting must be made on the company's corporate website in accordance with the relevant provisions of Dutch law. The agenda for a general meeting may contain the items requested by one or more shareholders representing at least 3% of the issued share capital of the company, taking into account the relevant provisions of Dutch law. Requests must be made in writing, including the reasons for adding the relevant item on the agenda, and received by the Board of Directors at least 60 days before the day of the meeting.

Admission and registration

Each shareholder entitled to vote, and each person holding a usufruct or pledge to whom the right to vote on the FCA Common Shares accrues, shall be authorized to attend the general meeting, to address the general meeting and to exercise its voting rights. The registration date of each general meeting is the twenty-eighth day prior to the date of the general meeting so as to establish which shareholders are entitled to attend and vote at the general meeting. Only holders of shares and other persons entitled to vote or attend the general meeting, at such registration date are entitled to attend and vote at the general meeting. The convocation notice for the meeting shall state the registration date and the manner in which the persons entitled to attend the general meeting may register and exercise their rights.

Those entitled to attend a general meeting may be represented at a general meeting by a proxy authorized in writing. The requirement that a proxy must be in written form is also fulfilled when it is recorded electronically.

Members of the FCA Board of Directors have the right to attend a general meeting. In these general meetings they have an advisory role.

Voting Rights

Each FCA Common Share and each Special Voting Share confers the right on the holder to cast one vote at a general meeting. Resolutions are passed by a simple majority of the votes cast, unless Dutch law or the New Articles of Association prescribes a larger majority. Under Dutch law and/or the New Articles of Association, the following matters require at least two-thirds of the votes cast at a meeting if less than half of the issued share capital is present or represented:

- a resolution to reduce the issued share capital;
- a resolution to amend the New Articles of Association;
- a resolution to restrict or exclude rights of pre-emption;
- a resolution to authorize the FCA Board of Directors to restrict or exclude shareholder rights of pre-emption;
- a resolution to enter into a legal merger or a legal demerger; or
- a resolution to liquidate FCA.

Shareholders' votes on certain transactions

Any important change in the identity or character of FCA must be approved by the general meeting, including (i) the transfer to a third party of the business of FCA or practically the entire business of FCA; (ii) the entry into or breaking off of any long-term cooperation of FCA or a subsidiary with another legal entity or company or as a fully liable partner of a general partnership or limited partnership, where such entry into or breaking off is of far-reaching importance to FCA; and (iii) the acquisition or disposal by FCA or a subsidiary of an interest in the capital of a company with a value of at least one-third of FCA's assets according to the consolidated statement of financial position with explanatory notes included in the last adopted annual accounts of FCA.

Amendments to the FCA articles of association, including variation of rights

A resolution of the general meeting to amend the New Articles of Association or to wind up FCA may be approved only if proposed by the FCA Board of Directors and must be approved by a vote of a majority of at least two-thirds of the votes cast if less than one-half of the issued share capital is represented at such general meeting.

The rights of shareholders may be changed only by amending the New Articles of Association in compliance with Dutch law.

Dissolution and liquidation

The general meeting may resolve to dissolve FCA, upon a proposal of the FCA Board of Directors thereto. A majority of at least two-thirds of the votes cast shall be required if less than one-half of the issued capital is represented at the meeting. In the event of dissolution, FCA will be liquidated in accordance with Dutch law and the New Articles of Association and the liquidation shall be arranged by the members of the FCA Board of Directors, unless the general meeting appoints other liquidators. During liquidation, the provisions of the New Articles of Association will remain in force as long as possible.

If FCA is dissolved and liquidated, whatever remains of FCA's equity after all its debts have been discharged shall first be applied to distribute the aggregate balance of share premium reserves and other reserves (other than the special dividend reserve), to holders of FCA Common Shares in proportion to the aggregate nominal value of the FCA Common Shares held by each holder; secondly, from any balance remaining, an amount equal to the aggregate amount of the nominal value of the FCA Common Shares will be distributed to the holders of FCA Common Shares in proportion to the aggregate nominal value of FCA Common Shares held by each of them; thirdly,

from any balance remaining, an amount equal to the aggregate amount of the special voting shares dividend reserve will be distributed to the holders of Special Voting Shares in proportion to the aggregate nominal value of the Special Voting Shares held by each of them; fourthly, from any balance remaining, the aggregate amount of the nominal value of the Special Voting Shares will be distributed to the holders of Special Voting Shares in proportion to the aggregate nominal value of the Special Voting Shares held by each of them; and, lastly, any balance remaining will be distributed to the holders of FCA Common Shares in proportion to the aggregate nominal value of FCA Common Shares held by each of them.

Liability of directors

Under Dutch law, the management of a company is a joint undertaking and each member of the Board of Directors can be held jointly and severally liable to FCA for damages in the event of improper or negligent performance of their duties. Further, members of the Board of Directors can be held liable to third parties based on tort, pursuant to certain provisions of the Dutch Civil Code. All directors are jointly and severally liable for failure of one or more co-directors. An individual director is only exempted from liability if he proves that he cannot be held seriously culpable for the mismanagement and that he has not been negligent in seeking to prevent the consequences of the mismanagement. In this regard a director may, however, refer to the allocation of tasks between the directors. In certain circumstances, directors may incur additional specific civil and criminal liabilities.

Indemnification of directors and officers

Under Dutch law, indemnification provisions may be included in a company's articles of association. Under the New Articles of Association, FCA is required to indemnify its directors, officers, former directors, former officers and any person who may have served at FCA's request as a director or officer of another company in which FCA owns shares or of which FCA is a creditor who were or are made a party or are threatened to be made a party or are involved in, any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative (each a "**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, against any and all liabilities, damages, reasonable and documented expenses (including reasonably incurred and substantiated attorney's fees), financial effects of judgments, fines, penalties (including excise and similar taxes and punitive damages) and amounts paid in settlement in connection with such Proceeding by any of them. Notwithstanding the above, no indemnification shall be made in respect of any claim, issue or matter as to which any of the abovementioned indemnified persons shall be adjudged to be liable for gross negligence or wilful misconduct in the performance of such person's duty to FCA. This indemnification by FCA is not exclusive of any other rights to which those indemnified may be entitled otherwise. FCA expects to purchase directors' and officers' liability insurance for the members of the Board of Directors and certain other officers, substantially in line with that purchased by similarly situated companies.

Dutch Corporate Governance Code

The Dutch Corporate Governance Code contains principles and best practice provisions that regulate relations between the board and the shareholders (e.g. the general meeting). The Dutch Corporate Governance Code is divided into five sections which address the following topics: (i) compliance with and enforcement of the Dutch Corporate Governance Code; (ii) the management board, including matters such as the composition of the board, selection of board members and director qualification standards, director responsibilities, board committees and term of appointment; (iii) the supervisory board or the non-executive directors in a one-tier board; (iv) the shareholders and the general meeting of shareholders; and (v) the audit of the financial reporting and the position of the internal audit function and the external auditor.

Dutch companies whose shares are listed on a government-recognized stock exchange, such as the NYSE or the MTA, are required under Dutch law to disclose in their annual reports whether or not they apply the provisions of the Dutch Corporate Governance Code and, in the event that they do not apply a certain provision, to explain the reasons why they have chosen to deviate.

FCA acknowledges the importance of good corporate governance and supports the best practice provisions of the Dutch Corporate Governance Code. Therefore, FCA intends to comply with the relevant best practice provisions of the Dutch Corporate Governance Code except as may be noted from time to time in FCA's annual reports.

Disclosure of Holdings under Dutch Law

As soon as the FCA Common Shares are listed on the MTA, chapter 5.3 of the Dutch Financial Supervision Act will apply, pursuant to which any person who, directly or indirectly, acquires or disposes of a capital interest and/or voting rights in FCA must immediately give written notice to the Netherlands Authority for the Financial Markets (*stichting Autoriteit Financiële Markten*, the "**AFM**") of such acquisition or disposal by means of a standard form if, as a result of such acquisition or disposal, the percentage of capital interest and/or voting rights held by such person reaches, exceeds or falls below the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%.

For the purpose of calculating the percentage of capital interest or voting rights, the following interests must, *inter alia*, be taken into account: (i) shares and/or voting rights directly held (or acquired or disposed of) by any person, (ii) shares and/or voting rights held (or, acquired or disposed of) by such person's controlled entities or by a third party for such person's account, (iii) voting rights held (or acquired or disposed of) by a third party with whom such person has concluded an oral or written voting agreement, (iv) voting rights acquired pursuant to an agreement providing for a temporary transfer of voting rights in consideration for a payment, and (v) shares which such person, or any controlled entity or third party referred to above, may acquire pursuant to any option or other right to acquire shares.

As a consequence of the above, special voting shares shall be added to FCA Common Shares for the purposes of the above thresholds.

Controlled entities (within the meaning of the Dutch Financial Supervision Act) do not themselves have notification obligations under the Dutch Financial Supervision Act as their direct and indirect interests are attributed to their (ultimate) parent. If a person who has a three percent or larger interest in FCA's share capital or voting rights ceases to be a controlled entity it must immediately notify the AFM and all notification obligations under the Dutch Financial Supervision Act will become applicable to such former controlled entity.

Special rules apply to the attribution of shares and/or voting rights which are part of the property of partnership or other form of joint ownership. A holder of a pledge or right of usufruct in respect of shares can also be subject to notification obligations, if such person has, or can acquire, the right to vote on the shares. The acquisition of (conditional) voting rights by a pledgee or beneficial owner may also trigger

notification obligations as if the pledgee or beneficial owner were the legal holder of the shares and/or voting rights.

Furthermore, when calculating the percentage of capital interest, a person is also considered to be in possession of shares if (i) such person holds a financial instrument the value of which is (in part) determined by the value of the shares or any distributions associated therewith and which does not entitle such person to acquire any shares, (ii) such person may be obliged to purchase shares on the basis of an option, or (iii) such person has concluded another contract whereby such person acquires an economic interest comparable to that of holding a share.

If a person's capital interest and/or voting rights reaches, exceeds or falls below the above-mentioned thresholds as a result of a change in FCA's issued and outstanding share capital or voting rights, such person is required to make a notification not later than on the fourth trading day after the AFM has published FCA's notification as described below.

FCA is required to notify the AFM promptly of any change of one percent or more in its issued and outstanding share capital or voting rights since a previous notification. Other changes in FCA's issued and outstanding share capital or voting rights must be notified to the AFM within eight days after the end of the quarter in which the change occurred.

Each person whose holding of capital interest or voting rights at the date FCA Common Shares are listed on the MTA amounts to three percent or more of FCA's issued and outstanding share capital, must notify the AFM of such holding without delay. Furthermore, each member of the Board of Directors must notify the AFM:

- immediately after FCA Common Shares are listed on the MTA of the number of shares he/she holds and the number of votes he/she is entitled to cast in respect of FCA's issued and outstanding share capital, and
- subsequently of each change in the number of shares he/she holds and of each change in the number of votes he/she is entitled to cast in respect of FCA's issued and outstanding share capital, immediately after the relevant change.

The AFM keeps a public register of all notifications made pursuant to these disclosure obligations and publishes any notification received.

Non-compliance with these disclosure obligations is an economic offense and may lead to criminal prosecution. The AFM may impose administrative penalties for non-compliance, and the publication thereof. In addition, a civil court can impose measures against any person who fails to notify or incorrectly notifies the AFM of matters required to be notified. A claim requiring that such measures be imposed may be instituted by FCA and/or by one or more shareholders who alone or together with others represent at least 3% of the issued and outstanding share capital of FCA or are able to exercise at least three percent of the voting rights. The measures that the civil court may impose include:

- an order requiring appropriate disclosure;
- suspension of the right to exercise the voting rights for a period of up to three years as determined by the court;
- voiding a resolution adopted by the general meeting, if the court determines that the resolution would not have been adopted but for the exercise of the voting rights of the person with a duty to disclose, or suspension of a resolution adopted by the general meeting of shareholders until the court makes a decision about such voiding; and
- an order to refrain, during a period of up to five years as determined by the court, from acquiring shares and/or voting rights in FCA.

Shareholders are advised to consult with their own legal advisers to determine whether the disclosure obligations apply to them.

Mandatory Bid Requirement

Under Dutch law any person, acting alone or in concert with others, who, directly or indirectly, acquires 30% or more of FCA's voting rights after the FCA Common Shares are listed on the MTA will be obliged to launch a public offer for all outstanding shares in FCA's share capital. An exception is made for shareholders who, whether alone or acting in concert with others, have an interest of at least 30% of FCA's voting rights before the shares are first listed on the MTA and who still have such an interest after such first listing. It is expected that immediately after the first listing of FCA Common Shares on the MTA, Exor will hold more than 30% of FCA's voting rights. It is therefore expected that Exor's interest in FCA will be grandfathered and that the exception will apply to it upon such first listing and will continue to apply to it for as long as its holding of shares represents over 30% of FCA's voting rights.

Compulsory Acquisition

Pursuant to Section 2:92a of the Dutch Civil Code, a shareholder who, for its own account, holds at least 95% of the issued share capital of FCA may institute proceedings against the other shareholders jointly for the transfer of their shares to it. The proceedings are held before the Dutch Enterprise Chamber and can be instituted by means of a writ of summons served upon each of the minority shareholders in accordance with the provisions of the Dutch Code of Civil Procedure. The Enterprise Chamber may grant the claim for the squeezeout in relation to all minority shareholders and will determine the price to be paid for the shares, if necessary after appointment of one or three expert(s) who will offer an opinion to the Enterprise Chamber on the value to be paid for the shares of the minority shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the person acquiring the shares must give written notice of the date and place of payment and the price to the holders of the shares to be acquired whose addresses are known to it. Unless the addresses of all of them are known to it, it must also publish the same in a Dutch daily newspaper with a national circulation. A shareholder can only appeal against the judgment of the Enterprise Chamber before the Dutch Supreme Court.

In addition, pursuant to Section 2:359c of the Dutch Civil Code, following a public offer, a holder of at least 95% of the issued share capital and of voting rights of FCA has the right to require the minority shareholders to sell their shares to it. Any such request must be filed with the Enterprise Chamber within three months after the end of the acceptance period of the public offer. Conversely, pursuant to Section 2:359d of the Dutch Civil Code each minority shareholder has the right to require the holder of at least 95% of the issued share capital and the voting rights of FCA to purchase its shares in such case. The minority shareholder must file such claim with the Enterprise Chamber within three months after the end of the acceptance period of the public offer.

Disclosure of Trades in Listed Securities

Pursuant to the Dutch Financial Supervision Act, each of the members of the Board of Directors of FCA and any other person who has managerial responsibilities within FCA and who in that capacity is authorized to make decisions affecting the future developments and business prospects of FCA and who has regular access to inside information relating, directly or indirectly, to FCA (each, an "**Insider**") must notify the AFM of all transactions, conducted or carried out for his/her own account, relating to FCA Common Shares or financial instruments, the value of which is (in part) determined by the value of FCA Common Shares.

In addition, persons designated by the Market Abuse Decree (*Besluit melding zeggenschap en kapitaalbelang in uitgevende instellingen Wft*, the "Market Abuse Decree") who are closely associated with members of the Board of Directors or any of the Insiders must notify the AFM of all transactions conducted for their own account relating to FCA's shares or financial instruments, the value of which is (in part) determined by the value of FCA's shares. The Market Abuse Decree designates the following categories of persons: (i) the spouse or any partner considered by

applicable law as equivalent to the spouse, (ii) dependent children, (iii) other relatives who have shared the same household for at least one year at the relevant transaction date, and (iv) any legal person, trust or partnership, among other things, whose managerial responsibilities are discharged by a member of the Board of Directors or any other Insider or by a person referred to under (i), (ii) or (iii) above.

The AFM must be notified of transactions effected in either FCA's shares or financial instruments, the value of which is (in part) determined by the value of FCA's shares, no later than the fifth business day following the transaction date by means of a standard form. Notification may be postponed until the date that the value of the transactions carried out on a person's own account, together with the transactions carried out by the persons associated with that person, reaches or exceeds the amount of €5,000 in the calendar year in question. The AFM keeps a public register of all notifications made pursuant to the Dutch Financial Supervision Act.

Non-compliance with these reporting obligations under the Dutch Financial Supervision Act could lead to criminal penalties, administrative fines and cease-and-desist orders (and the publication thereof), imprisonment or other sanctions.

Shareholder Disclosure and Reporting Obligations under U.S. Law

Holders of FCA shares will be subject to certain U.S. reporting requirements under the Securities Exchange Act of 1934 (the "**Exchange Act**") for shareholders owning more than 5% of any class of equity securities registered pursuant to Section 12 of the Exchange Act. Among the reporting requirements are disclosure obligations intended to keep investors aware of significant accumulations of shares that may lead to a change of control of an issuer.

If FCA were to fail to qualify as a foreign private issuer in the future, Section 16(a) of the Exchange Act would also require FCA's directors and executive officers, and persons who own more than ten percent of a registered class of FCA's equity securities, to file reports of ownership of, and transactions in, FCA's equity securities with the SEC. Such directors, executive officers and ten percent stockholders would also be required to furnish FCA with copies of all Section 16 reports they file.

Further disclosure requirements shall apply to FCA under Italian law by virtue of the listing of FCA's shares on the MTA. Summarized below are the most significant disclosure requirements to be complied with by FCA. Further requirements may be imposed by Consob and/or Borsa Italiana upon admission to listing of FCA's shares on the MTA.

The breach of the obligations described below may be used in the application of fines and criminal penalties (including, for instance, those provided for insider trading and market manipulation).

Disclosure Requirements under Italian law

Summarized below are the most significant requirements to be complied with by FCA in connection with the expected admission to listing of FCA Common Shares on the MTA, subject to approval to listing by Borsa Italiana. The breach of the obligations described below may result in the application of fines and criminal penalties (including, for instance, those provided for insider trading and market manipulation). Further requirements may be imposed by Consob and/or Borsa Italiana upon admission (if any) to listing of FCA Common Shares on the MTA.

In particular, in the event of admission to listing of FCA Common Shares on the MTA, the following main disclosure obligations provided for by the Legislative Decree no. 58/1998 (the "**Italian Financial Act**") effective as of the date of this document shall apply to FCA, article 92 (equal treatment principle), article 114 (information to be provided to the public), article 114-bis (information to be provided to the market concerning the allocation of financial instruments to corporate officers, employees and collaborators), article 115 (information to be disclosed to

Consob), article 115-bis (register of persons having access to inside information) and article 180 and the following (relating to insider trading and market manipulation). In addition to the above, in the event of admission to listing of FCA Common Shares on the MTA, the applicable provisions set forth under the Market Rules (including those relating to the timing for the payment of dividends) shall apply to FCA.

Disclosure of Inside Information

Pursuant to the Italian Financial Act, FCA shall disclose to the public, without delay, any inside information which: (i) is specific, (ii) has not been made public, (iii) relates, directly or indirectly, to FCA or FCA Common Shares, and (iv) if it were made public, would be likely to have a material impact on the prices of FCA Common Shares (the "**Inside Information**"). In this regard, Inside Information shall be deemed specific if: (a) it refers to a set of circumstances which exists or may reasonably be expected to occur and (b) it is precise enough to allow the recipient to come to a conclusion as to the possible effect of the relevant set of circumstances or events on the prices of listed financial instruments (*i.e.*, FCA Common Shares). The above disclosure requirement shall be complied with through the publication of a press release by FCA, in accordance with the modalities set forth from time to time under Italian law, disclosing to the public the relevant Inside Information.

Under specific circumstances, Consob may at any time request: (a) FCA to disclose to the public specific information or documentation where deemed appropriate or necessary or alternatively (b) to be provided with specific information or documentation. For this purpose, Consob has wide powers to, among other things, carry out inspections or request information to the members of the managing board, the members of the supervisory board or to the external auditor.

FCA shall publish and transmit to Consob any information disseminated in any non EU-countries where FCA Common Shares are listed (i.e., the U.S.), if this information is significant for the purposes of the evaluation of FCA Common Shares listed on the MTA.

Insiders' Register

FCA and its subsidiaries, as well as persons acting on their behalf or for their account, shall draw up, and keep regularly updated, a list of persons who, in the exercise of their employment, profession or duties, have access to Inside Information.

Public Tender Offers

Certain rules provided for under Italian law with respect to both voluntary and mandatory public tender offers shall apply to any offer launched for FCA Common Shares. In particular, among other things, the provisions concerning the tender offer price, the content of the offer document and the disclosure of the tender offer will be subject to the supervision by Consob and Italian law.

Election and Removal of Directors

The New Articles of Association provide that FCA's Board of Directors shall be composed of three or more members.

Directors are appointed by a simple majority of the votes validly cast at a general meeting. The general meeting may at any time suspend or dismiss any director.

Exchange Controls and Other Limitations Affecting Shareholders

Under Dutch law, there are no exchange control restrictions on investments in, or payments on, the FCA Common Shares. There are no special restrictions in the New Articles of Association or Dutch law that limit the right of shareholders who are not citizens or residents of the Netherlands to hold or vote the FCA Common Shares.

(B) The business of the Group resulting from the Merger

Industry Overview

Vehicle Segments and Descriptions

The Group manufactures and sells passenger cars, light trucks and light commercial vehicles covering all market segments. Passenger cars can be divided among seven main groups, whose definition could slightly vary by region. Mini cars, known as "A segment" vehicles in Europe and often referred to as "city cars," are between 2.7 and 3.7 meters in length and include three- and five-door hatchbacks. Small cars, known as "B segment" vehicles in Europe and "sub-compacts" in the U.S., range in length from 3.7 meters to 4.4 meters and include three- and five-door hatchbacks and sedans. Compact cars, known as "C segment" vehicles in Europe, range in length from 4.3 meters to 4.7 meters, typically have a sedan body and mostly include three- and five-door hatchback cars. Mid-size cars, known as "D segment" vehicles in Europe, range between 4.7 meters to 4.9 meters, typically have a sedan body or are station wagons. Full-size cars range in length from 4.9 meters to 5.1 meters and are typically sedan cars or, in Europe, station wagons. Minivans, also known as multipurpose vehicles, or MPVs, typically have seating for up to eight passengers. Utility vehicles include sport utility vehicles, or SUVs, which are four-wheel drive with true off-road capabilities, and cross utility vehicles, or CUVs, which are not designed for heavy off-road use, but offer better on-road ride comfort and handling compared to SUVs.

Light trucks may be divided between vans (also known as light commercial vehicles), which typically are used for the transportation of goods or groups of people and have a payload capability up to 4.2 tons, and pick-up trucks, which are light motor vehicles with an open-top rear cargo area and which range in length from 4.8 meters to 5.2 meters (in North America, the length of pick-up trucks typically ranges from 5.5 meters to 6 meters). In North America, minivans and utility vehicles are categorized within trucks. In Europe, vans and pickup trucks are categorized as light commercial vehicles.

The Group characterizes a vehicle as "new" if its vehicle platform is significantly different from the platform used in the prior model year and/or has had a full exterior renewal. The Group characterizes a vehicle as "significantly refreshed" if it continues its previous vehicle platform but has extensive changes or upgrades from the prior model.

Industry

Designing, engineering, manufacturing, distributing and selling vehicles require significant investments in product design, engineering, research and development, technology, tooling, machinery and equipment, facilities and marketing in order to meet both consumer preferences and regulatory requirements. Automotive original equipment manufacturers, or OEMs, are able to benefit from economies of scale by leveraging their investments and activities on a global basis across brands and models. The automotive industry has also historically been highly cyclical, and to a greater extent than many industries, is impacted by changes in the general economic environment. In addition to having lower leverage and greater access to capital, larger OEMs that have a more diversified revenue base across regions and products tend to be better positioned to withstand industry downturns and to benefit from industry growth.

Most automotive OEMs produce vehicles for the mass market and some of them also produce vehicles for the luxury market. Vehicles in the mass market are typically intended to appeal to the largest number of consumers possible. Intense competition among manufacturers of mass market vehicles, particularly for non-premium brands, tends to compress margins, requiring significant volumes to be profitable. As a result, success is measured in part by vehicle unit sales relative to other automotive OEMs. Luxury vehicles on the other hand are designed to appeal to consumers

with higher levels of disposable income, and can therefore more easily achieve much higher margins. This allows luxury vehicle OEMs to produce lower volumes, enhancing brand appeal and exclusivity, while maintaining profitability.

In 2013, 81.3 million automobiles were sold around the world. Although China has become the largest single automotive sales market, with approximately 17 million passenger cars sold, the majority of automobile sales are still in the developed markets, including North America, Western Europe and Japan. Growth in other emerging markets, particularly India and Brazil, has also played an increasingly important part in global automotive demand in the recent years.

The automotive industry is highly competitive, especially in the Group's key markets, such as the U.S., Brazil and Europe. Vehicle manufacturers must continuously improve vehicle design, performance and content to meet consumer demands for quality, reliability, safety, fuel efficiency, comfort, driving experience and style.

Historically, manufacturers relied heavily upon dealer, retail and fleet incentives, including cash rebates, option package discounts, guaranteed depreciation programs, and subsidized or subvented financing or leasing programs to compete for vehicle sales. Since 2009, manufacturers generally have worked to reduce reliance on pricing-related incentives as competitive tools in the North American market, while pricing pressure, under different forms, is still affecting sales in the European market since the inception of the financial crisis. However, an OEM's ability to increase or maintain vehicle prices and reduce reliance on incentives is limited by the competitive pressures resulting from the variety of available competitive vehicles in each segment of the new car market as well as continued global manufacturing overcapacity in the automotive industry. At the same time, OEMs generally cannot effectively lower prices as a means to increase vehicle sales without adversely affecting profitability, since the ability to reduce costs is limited by commodity market prices, contract terms with suppliers, evolving regulatory requirements and collective bargaining agreements and other factors that limit the ability to reduce labor expenses.

OEMs generally sell vehicles to dealers and distributors, which then resell vehicles to retail and fleet customers. Retail customers purchase vehicles directly from dealers, while fleet customers purchase vehicles from dealers or directly from OEMs. Fleet sales comprise three primary channels: (i) daily rental, (ii) commercial and (iii) government. Vehicle sales in the daily rental and government channels are extremely competitive and often require significant discounts. Fleet sales are an important source of revenue and can also be an effective means for marketing vehicles. Fleet orders can also help normalize plant production as they typically involve the delivery of a large, pre-determined quantity of vehicles over several months. Fleet sales are also a source of aftermarket service parts revenue for OEMs and service revenue for dealers.

Financial and Customer Services

Because dealers and retail customers finance the purchase of a significant percentage of the vehicles sold worldwide, the availability and cost of financing is one of the most significant factors affecting vehicle sales volumes. Most dealers use wholesale or inventory financing arrangements to purchase vehicles from OEMs in order to maintain necessary vehicle inventory levels. Financial services companies may also provide working capital and real estate loans to facilitate investment in expansion or rationalization of the dealers' premises.

Financing may take various forms, based on the nature of creditor protection provided under local law, but financial institutions tend to focus on maximizing credit protection on any financing originated in conjunction with a vehicle sale. Financing to retail customers takes a number of forms, including simple installment loans and finance leases. These financial products are usually distributed directly by the dealer and have a typical duration of three to five years. OEMs often use retail financing as a promotional tool, including through campaigns offering below market rate financing, known as subvention programs. In such situations, an OEM typically compensates the financial services company up front for the difference between the financial return expected under standard market terms and the terms offered to the customer within the promotional campaign.

Most automakers rely on wholly-owned or controlled finance companies to provide this financing. In other situations, OEMs have relied on joint ventures or commercial relationships with banks and other financial institutions in order to provide access to financing for dealers and retail customers. The model adopted by any particular OEM in a particular market depends upon, among other factors, its sales volumes and the availability of stable and cost-effective funding sources in that market, as well as regulatory requirements.

Financial services companies controlled by OEMs typically receive funding from the OEM's central treasury or from industrial and commercial operations of the OEM that have excess liquidity. However, they also access other forms of funding available from the banking system in each market, including sales or securitization of receivables either in negotiated sales or through securitization programs. Financial services companies controlled by OEMs compete primarily with banks, independent financial services companies and other financial institutions that offer financing to dealers and retail customers. The long-term profitability of finance companies also depends on the cyclical nature of the industry, interest rate volatility and the ability to access funding on competitive terms.

In addition to providing access to financial services for their dealers and retail customers, OEMs also support their vehicle sales through the sale of related service parts and accessories, as well as pre-paid service contracts.

Overview of the Group's business

The Group designs, engineers, develops and manufactures vehicles, components and production systems worldwide through 159 manufacturing facilities and 78 research and development centers around the world.

The Group's activities are carried out through six reportable segments: four regional mass-market vehicle segments, a global Luxury Brands segment and a global Components segment as discussed below. The Group's four regional mass-market vehicle reportable segments deal with the design, engineering, development, manufacturing, distribution and sale of passenger cars, light commercial vehicles and related parts and services in specific geographic areas: NAFTA (U.S., Canada and Mexico), LATAM (South and Central America, excluding Mexico), APAC (Asia and Pacific countries) and EMEA (Europe, Middle East and Africa).

The Group also operates on a global basis in the luxury vehicle and components sectors. In the luxury vehicle sector, the Group has the operating segments Ferrari and Maserati, while in the components sector the Group has the operating segments Magneti Marelli, Teksid and Comau. These operating segments did not meet the quantitative thresholds required in IFRS 8 – Operating segments for separate disclosure. Therefore, based on their characteristics and similarities, they are presented as the following reportable segments: "Luxury Brands" and "Components". The Group supports the mass-market vehicle sales with the sale of related service parts and accessories, as well as service contracts under the Mopar brand name. In support of vehicle sales efforts, the Group makes available dealer and retail customer financing either through subsidiaries or joint ventures and strategic commercial arrangements with third party financial institutions.

For mass-market brands, the Group has centralized design, engineering, development and manufacturing operations, which allow it to efficiently operate on a global scale.

The following list sets forth the Group's reportable segments:

(i) NAFTA: the Group's operations to support distribution and sales of mass-market vehicles in the United States, Canada and Mexico, the segment that the Group refers to as NAFTA, primarily through the Chrysler, Dodge, Fiat, Jeep and Ram brands and the SRT vehicle performance designation.

(ii) LATAM: the Group's operations to support the distribution and sale of mass-market vehicles in South and Central America (excluding Mexico), the segment that the Group refers to as LATAM, primarily under the Chrysler, Dodge, Fiat, Jeep and Ram brands, with the largest focus of the Group's business in the LATAM segment in Brazil and Argentina.

(iii) APAC: the Group's operations to support the distribution and sale of mass-market vehicles in the Asia Pacific region (mostly in China, Japan, Australia, South Korea and India), the segment the Group refers to as APAC, carried out in the region through both subsidiaries and joint ventures, primarily under the Abarth, Alfa Romeo, Chrysler, Dodge, Fiat and Jeep brands.

(iv) EMEA: the Group's operations to support the distribution and sale of mass-market vehicles in Europe (which includes the 28 members, 27 prior to December 31, 2013, of the European Union and the members of the European Free Trade Association), the Middle East and Africa, the segment the Group refers to as EMEA, primarily under the Abarth, Alfa Romeo, Chrysler, Fiat, Fiat Professional, Jeep and Lancia brand names.

(v) Luxury Brands: design, engineering, development, manufacturing, worldwide distribution and sale of luxury vehicles under the Ferrari and Maserati brands, management of the Ferrari racing team and supply of financial services offered in conjunction with the sale of Ferrari-branded vehicles.

(vi) Components: production and sale of lighting components, engine control units, suspensions, shock absorbers, electronic systems, and exhaust systems and activities in powertrain (engine and transmissions) components, engine control units, plastic molding components and in the after-market carried out under the Magneti Marelli brand name; cast iron components for engines, gearboxes, transmissions and suspension systems, and aluminum cylinder heads under the Teksid brand name; and design and production of industrial automation systems and related products for the automotive industry under the Comau brand name.

The following chart sets forth the vehicle brands the Group sells in each regional segment:

	NAFTA	LATAM	APAC	EMEA
Abarth				X
Alfa Romeo			X	X
Chrysler	X	X	X	X
Dodge	X	X	X	
Fiat	X	X	X	X
Fiat Professional			X	X
Jeep	X	X	X	X
Lancia				X
Ram	X	X		

Note: presence determined by sales in the regional segment, if material, through dealer entities of the Group's dealer network.

The Group also holds interests in companies operating in other activities and businesses that are not considered part of the above six reportable segments. These activities are grouped under "Other Activities," which primarily consists of companies that provide services, including accounting, payroll, tax, insurance, purchasing, information technology, facility management and security, to the Group and also the CNHI Group, manage central treasury activities (excluding Chrysler, which are handled separately) and operate in media and publishing (La Stampa daily newspaper).

Mass-Market Vehicles

Mass-Market Vehicle Brands

The Group designs, engineers, manufactures, distributes and sells vehicles and service parts under 11 mass-market brands and designations. The Group believes that it can continue to increase its vehicle sales by building the value of the mass-market brands in particular by ensuring that each of the brands has a clear identity and market focus. In connection with the Group's multi-year effort to clearly define each of brands' identities, the Group has launched several advertising campaigns that have received industry accolades. The Group is reinforcing its effort to build brand value by ensuring that it introduces new vehicles with individualized characteristics that remain closely aligned with the unique identity of each brand.

- Abarth: Abarth, named after the company founded by Carlo Abarth in 1949, specializes in performance modification for on-road sports cars since the brand's re-launch in 2007 through performance modifications on classic Fiat models such as the 500 (including the 2012 launch of the Fiat 500 Abarth) and Punto, as well as limited edition models that combine design elements from Luxury Brands such as the 695 Edizione Maserati and 695 Tributo Ferrari, for consumers seeking customized vehicles with steering and suspension geared towards racing.
- Alfa Romeo: Alfa Romeo, founded in 1910, and part of the Fiat Group since 1986, is known for a long, sporting tradition and Italian design. Vehicles currently range from the three door premium MiTo and the lightweight sports car, the 4c, to the compact car, the Giulietta. The Alfa Romeo brand is intended to appeal to drivers seeking high-level performance and handling combined with attractive and distinctive appearance.
- Chrysler: Chrysler, named after the company founded by Walter P. Chrysler in 1925, aims to create vehicles with distinctive design, craftsmanship, intuitive innovation and technology standing as a leader in design, engineering and value, with a range of vehicles from mid-size sedans (Chrysler 200) to full size sedans (Chrysler 300) and minivans (Town & Country).
- Dodge: With a traditional focus on "muscle car" performance vehicles, the Dodge brand, which began production in 1914, offers a full line of cars, CUVs and minivans, mainly in the mid-size and large size vehicle market, that are sporty, functional and innovative, intended to offer an excellent value for families looking for high performance, dependability and functionality in everyday driving situations.
- Fiat: Fiat brand cars have been produced since 1899. The brand has historically been strong in Europe and the LATAM region and is currently primarily focused on the mini and small vehicle segments. Current models include the mini-segment 500 and Panda, the small-segment Punto and the compact-segment Bravo. The brand aims to make cars that are flexible, easy to drive, affordable and energy efficient. The brand reentered the U.S. market in 2011 with the iconic 500 model, and Fiat recently launched the new 500L in Europe and the NAFTA region and the new Uno and the new Palio in the LATAM region.
- Fiat Professional: Fiat Professional, launched in 2007 to replace the "Fiat Veicoli Commerciali" brand, offers light commercial vehicles and MPVs ranging from large vans (capable of carrying up to 4.2 tons) such as the Ducato, to panel vans such as the Doblò and Fiorino for commercial use by small to medium size business and public institutions. Fiat Professional vehicles are often readily fitted as ambulances, tow trucks, school buses and people carriers (especially suitable for narrow streets) and as recreational vehicles such as campers and motor homes, where Fiat Professional is the market leader. For the second consecutive year, the Fiat Professional brand was named "LCV Manufacturer of the Year" at the GreenFleet Awards 2013.

- Jeep: Jeep, founded in 1941, is a globally recognized brand focused exclusively on the SUV and off-road vehicles market. The Jeep Grand Cherokee is the most awarded SUV ever. The brand's appeal builds on its heritage associated with the outdoors and adventurous lifestyles, combined with the safety and versatility features of the brand's modern vehicles. Jeep introduced the all-new 2014 Jeep Cherokee in October 2013 and recently unveiled the Jeep Renegade, a small segment SUV designed in the U.S. and to be manufactured in Italy, beginning in the second half of 2014. Jeep set an all-time brand record in 2013 with over 732 thousand vehicles sold.
- Lancia: Lancia, founded in 1906, and part of the Fiat Group since 1969, covers the spectrum from small segment cars to mid-size and full-size sedans and convertibles and large MPVs, targeted towards the Italian market. As Lancia shares strong connections with the Chrysler brand, certain models are currently rebadged in order to expand the Lancia brand offering, including the Lancia Flavia (based on the Chrysler 200), the Lancia Voyager (based on the Chrysler Town & Country) and the Thema, Lancia's flagship vehicle (based on the Chrysler 300).
- Ram: Ram, established as a standalone brand separate from Dodge in 2009, offers a line of full-size trucks, including light- and heavy-duty pick-up trucks such as the Ram 1500 pick-up truck, which recently became the first truck to be named Motor Trend's "Truck of the Year" for two consecutive years, and cargo vans. By investing substantially in new products, infusing them with great looks, refined interiors, durable engines and features that further enhance their capabilities, the Group believes Ram has emerged as a full-size truck leader. Ram customers, from half-ton to commercial, have a demanding range of needs and require their vehicles to provide high levels of capability.

The Group also leverages the 75-year history of the Mopar brand to provide a full line of service parts and accessories for the mass-market vehicles worldwide. As of December 31, 2013, the Group had 50 parts distribution centers throughout the world to support its customer care efforts in each of the relevant regions. Mopar brand accessories allow the customers to customize their vehicles by including after-market sales of products from side steps and lift-kits, to graphics packages, such as racing stripes, and custom leather interiors. Further, through the Mopar brand, the Group offers vehicle service contracts to its retail customers worldwide under the "Mopar Vehicle Protection" brand, with the majority of the Group's service contract sales in 2013 in the U.S. and Europe. Finally, Mopar customer care initiatives support vehicle distribution and sales efforts in each of the mass-market segments through 27 call centers located around the world.

Mass-Market Vehicle Design and Manufacturing

The mass-market brands target different groups of consumers in different regions. Leveraging the potential of the broad portfolio of brands, a key component of the Group's strategic plan is to offer vehicles that appeal to a wide range of consumers located in each regional market. In order to optimize the mix of products the Group designs and manufactures, a number of factors are considered, including:

- consumer tastes, trends and preferences for certain vehicle types which varies based on geographic region, as well as regulatory requirements affecting the ability to meet consumer demands in those regions;
- demographic trends, such as age of population and rate of family formation;
- economic factors that affect preferences for optional features, affordability and fuel efficiency;
- competitive environment, in terms of quantity and quality of competitors' vehicles offered within a particular segment;

- brand portfolio, as each of the Group's brands targets a different group of consumers, with the goal of avoiding overlapping product offerings or creating internal competition among brands and products;
- the Group's ability to leverage synergies with existing brands, products, platforms and distribution channels;
- development of a diversified portfolio of innovative technology solutions for both conventional engine technologies and alternative fuels and propulsion systems; and
- manufacturing capacity, regulatory requirements and other factors that impact product development, including ability to minimize time-to-market for new vehicle launches.

The Group also considers these factors in developing a mix of vehicles within each brand, with an additional focus on ensuring that the vehicles the Group develops further its brand strategy.

The Group sells mass-market vehicles in all segments of the passenger car and truck markets. The Group's passenger car product portfolio includes vehicles such as the iconic Fiat 500 (which has sold more than 1 million units globally since its launch in 2007), Alfa Romeo Giulietta, Dodge Charger, Chrysler 200 and Lancia Ypsilon. The Group's light commercial vehicles include vans such as the Fiat Professional Doblò, Fiat Professional Ducato and Ram ProMaster, and light and heavy-duty pick-up trucks such as the Ram 1500 and 2500/3500. The Group also sells SUVs and CUVs in a number of vehicle segments, such as the Jeep Grand Cherokee, including expanding into the small SUV segment market with the recently-unveiled Jeep Renegade. As the Group seeks to broaden its portfolio, it is investing in developing efforts to become more competitive in the passenger car segment, which includes a significant investment to design, engineer and manufacture the all-new 2015 Chrysler 200 that the Group expects to launch in the second quarter of 2014.

The Group is increasingly building its vehicles using common vehicle platforms jointly developed under the Fiat-Chrysler Alliance. For instance, the Group uses the Compact U.S. Wide platform, or CUSW, in the Dodge Dart, which was launched in 2012. The CUSW was used in vehicles made under the Alfa Romeo brand, and has since been used in the Fiat Viaggio (launched in the APAC region in 2012), the all-new Jeep Cherokee (launched in the NAFTA region in 2013) and Fiat Ottimo (launched in the APAC region in March 2014). The CUSW will also be used in the all-new 2015 Chrysler 200.

In order to leverage the Group's brand recognition and names in various regions, the Group rebadges certain vehicles manufactured and sold in a region under one brand for sale in another region under a different brand based on brand recognition and equity in the particular region. For instance, certain vehicles sold in the NAFTA region under the Chrysler brand are sold in Europe under the Lancia brand, and the Group sells a rebadged version of the Dodge Journey as the Fiat Freemont in several markets outside the NAFTA region.

The Group also makes use of common technology and parts in its vehicles. For example, the Group manufactures and uses the Pentastar V-6 engine in a number of its vehicles. This engine was named by WardsAuto as one of its "10 Best Engines" for three consecutive years beginning with the 2011 model year for its refinement, power, fuel efficiency and low emissions. Since 2010, the Group has produced three million Pentastar V-6 engines, for use in the Jeep Grand Cherokee, the Ram 1500 and 15 other vehicles. Because the Group designed this engine with flexible architecture, the Group can use it in a range of models, potentially with a variety of advanced technologies, such as direct injection or turbocharging.

The Group's efforts to respond to customer demand have led to a number of important initiatives, including its plans to begin building a Jeep vehicle in China to be sold in China, which will leverage the Jeep brand's name recognition in that market.

Throughout the Group's manufacturing operations, the Group has deployed WCM principles. WCM principles were developed by the WCM Association, a non-profit organization dedicated to developing superior manufacturing standards. The Group is the only automotive OEM that is a member of the WCM Association. WCM fosters a manufacturing culture that targets improved safety, quality and efficiency, as well as the elimination of all types of waste. Unlike some other advanced manufacturing programs, WCM is designed to prioritize issues to focus on those initiatives believed likely to yield the most significant savings and improvements, and to direct resources to those initiatives. Concurrently with the January 2014 acquisition of the 41.5% of Chrysler owned by the VEBA Trust, Chrysler entered into a memorandum of understanding to supplement the existing collective bargaining agreement with the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, or the UAW, and provide for a specific commitment to support the implementation of the WCM principles throughout Chrysler's manufacturing facilities, to facilitate benchmarking across all of the Group's manufacturing plants and actively assist in the achievement of Chrysler's long-term business plan. Beginning in 2006, the Group engaged key suppliers in the pilot phase of WCM Lite, a program through which suppliers can learn and incorporate WCM principles into their own operations.

Luxury Brands Segment

The Group designs, engineers, manufactures and distributes Luxury Brand vehicles under the following brands:

- **Ferrari**. Ferrari, a racing and sports car manufacturer founded in 1929 by Enzo Ferrari, began producing street cars in 1947, beginning with the 125 S. Fiat acquired 50% of Ferrari in 1969, then expanding its stake to the current 90%. Scuderia Ferrari, the brand's racing team division, has achieved enormous success, winning numerous Formula One titles, including 16 constructors' championships and 15 drivers' championships. The street car division currently produces vehicles ranging from sports cars (such as the 458 Italia, the 458 Spider and the California), to the gran turismo models (such as the F12 Berlinetta and the FF), designed for long-distance, high-speed journeys. The Group believes that Ferrari customers are seeking the state-of-the art in luxury sports cars, with a special focus on the very best Italian design and craftsmanship, along with unparalleled performance both on the track and on the road. Ferrari recently presented the California T, which brings turbocharging back to its street cars for the first time since 1992. The Group also launched the exclusive limited edition LaFerrari, which attracted orders for more than the production run before its official debut at the 2013 Geneva Motor Show. We believe LaFerrari sets a new benchmark for the sector, incorporating the latest technological innovations that Ferrari will apply to future models.

- **Maserati**. Maserati, a luxury vehicle manufacturer founded in 1914, became part of the Group's business in 1993. Maserati's current vehicles include the Quattroporte and the Ghibli (luxury four door sedans), as well as the GranTurismo, the brand's first modern two door, four seat coupe, also available in a convertible version. In addition, the Group expects to launch a luxury SUV in the next few years. This luxury SUV has been designed on the same platform as the Quattroporte and the Ghibli. Further, the Group recently presented a sports car concept (the Maserati Alfieri) expected to be put into production in the coming years. The Group believes that Maserati customers typically seek a combination of style, both in high quality interiors and external design, performance, sports handling and comfort that come with a top of the line luxury vehicle. In 2013, launches of the new Maserati Quattroporte and Ghibli helped the brand significantly increase the level of units shipped in the year. The addition of the Ghibli is designed to address the luxury full-size sedan vehicle segment, which was not previously covered by Maserati, as the Quattroporte addressed only the flagship large sedan vehicle segment. Together with the luxury SUV, these products complete Maserati's product portfolio with full coverage of the global luxury vehicle market.

In the first quarter of 2014, the Group sold 8.3 thousand luxury vehicles worldwide to retail customers, an increase from 2.9 thousand luxury vehicles sold worldwide from the same period in 2013. In the first quarter of 2014, a total of 1.6 thousand Ferrari street cars were sold to retail customers and a total of 6.7 thousand Maserati vehicles were sold to retail customers.

In 2013, the Group sold 18.7 thousand luxury vehicles worldwide to retail customers, an increase from 13.7 thousand luxury vehicles sold worldwide in 2012 and 12.7 thousand luxury vehicles in 2011. In 2013, a total of 7.1 thousand Ferrari street cars were sold to retail customers. Solid growth in North America, Ferrari's largest market, Japan and the Middle East partially compensated for the effect of challenging economic conditions in Europe and a decline in sales in China. In 2013, a total of 11.6 thousand Maserati vehicles were sold to retail customers, an increase of 85% compared to 2012, due in large part to the launch of the new Quattroporte and the Ghibli, resulting in an increase of 75% in the U.S., the brand's number one market, and in a threefold increase in China, the brand's second largest market. Even in Europe, where economic conditions remained difficult, sales were up nearly 60% over 2012.

The Group's luxury vehicles are designed to maintain exclusivity and appeal to a customer looking for such rare vehicles. The Group's efforts in designing, engineering and manufacturing luxury vehicles focus on use of state-of-the-art technology and luxury finishes to appeal to luxury vehicle customers. Although the Group deliberately limits the number of Ferrari vehicles produced each year in order to preserve the exclusivity of the brand, the Group is trying to increase the market presence and penetration of the Maserati brand. In this regard the Group launched the new Quattroporte and the new Ghibli in 2013 and it is targeting to launch a luxury SUV in the next few years.

Within the Group certain technologies used by luxury markets brands are passed to some of the other mass-market brands, which allows the Group to leverage the greater scope of its operations.

The Group sells its Luxury Brand vehicles through a worldwide distribution network of approximately 180 Ferrari and 310 Maserati dealers as of December 31, 2013, that is separate from the Group mass-market distribution network.

Ferrari Financial Services, a financial services company 90% owned by Ferrari, offers financial services for the purchase of all types of Ferrari vehicles. Ferrari Financial Services operates in Ferrari's major markets, including, Germany, U.K., Austria, France, Belgium, Switzerland, Italy, U.S. and, since 2012, Japan.

FGAC provides access to retail customer financing for Maserati brand vehicles in the EMEA region. In other regions, the Group relies on local agreements with financial services providers for financing of Maserati brand vehicles.

In support of the Group's sale of Luxury Brand vehicles, the Group also provides aftermarket service and customer care to its retail customers.

Components Segment

The Group sells components and production systems under the following brands:

- **Magneti Marelli**. Founded in 1919 as a joint venture between Fiat and Ercole Marelli, Magneti Marelli is an international leader in the design and production of state-of-the-art automotive systems and components. Through Magneti Marelli, the Group designs and manufactures automotive lighting systems, powertrain (engines and transmissions) components and engine control unit, electronic systems, suspension systems and exhaust systems, and plastic components and modules. The Automotive Lighting division, headquartered in Reutlingen, Germany, is dedicated to the development, production and sale of automotive exterior lighting products for all major OEMs worldwide. The Powertrain division is dedicated to the production of engine and transmission components for automobiles, motorbikes and light commercial vehicles and has a global presence due to its own research and development centers, applied research centers and production plants. The Electronic Systems division provides know-how in the development and production of hardware and software in mechatronics, instrument clusters, telematics and satellite navigation. The Group also provides aftermarket parts and services and operate in the motorsport business, in particular electronic and electro-mechanical systems for championship motorsport racing, under the Magneti Marelli brand. The Magneti Marelli brand is characterized by key technologies available to its final customers at a competitive price compared to other components manufacturers, with high quality and competitive offerings, technology and flexibility.

  Magneti Marelli provides wide-ranging expertise in electronics, through a process of ongoing innovation and environmental sustainability in order to develop intelligent systems for active and passive vehicle safety, onboard comfort and powertrain technologies. With 85 production facilities (including joint ventures), 12 research and development centers and 26 Application Centers, Magneti Marelli has a presence in 19 countries and supplies all the major OEMs across the globe. In several countries, Magneti Marelli's activities are carried out through a number of joint ventures with local partners with the goal of entering more easily into new markets by leveraging the partner's local relationships. 38% of Magneti Marelli's 2013 revenue is derived from sales to the Group.

- **Teksid**. Originating from Fiat's 1917 acquisition of Ferriere Piemontesi, the Teksid brand was established in 1978 and today is a world leader in the production of grey and nodular iron castings. Under the Teksid brand the Group produces engine blocks, cylinder heads, engine components, transmission parts, gearboxes and suspensions. Through Teksid Aluminum, the Group is also involved in the production of aluminum cylinder heads and engine components. 32% of Teksid's 2013 revenue is derived from sales to the Group.

- **Comau**. Founded in 1973, Comau, which originally derived its name from the abbreviation of COnsorzio MAcchine Utensili (consortium of machine tools), produces advanced manufacturing systems through an international network. Comau operates primarily in the field of integrated automation technology, delivering advanced turnkey systems to its customers. Through Comau, the Group develops and sell a wide range of industrial applications, including robotics, while the Group provides support service, including training to customers. Comau's principal activities include powertrain machining (from raw material to final components); mechanical assembly systems and performance testing; innovative and high performance body welding and assembly systems; and robotics (producing versatile naked or in line robots, aimed at improving efficiency of manufacturing and quality of products manufactured). Comau's automation technology is used in a variety of industries, including automotive, aerospace, petrochemical, military, shipbuilding and energy efficiency consultancy. Comau also provides maintenance service for the Group and other customers in Brazil. 25% of Comau's revenue is derived from sales to the Group.

2.1.2 Description of the structure, terms and conditions of the Merger

2.1.2.1 Legal form, structure and conditions of the Merger

Legal form and structure of the Merger

The Merger qualifies as a cross-border merger within the meaning of the provisions of EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies, implemented for Dutch law purposes under Title 2.7 of the Dutch Civil Code and for Italian law purposes by the Legislative Decree 108.

As a result of the Merger, Fiat will be merged with and into FCA.

As far as the Merger is concerned:

(a) the common cross-border merger terms relating to the Merger (the "**Common Merger Terms**") were approved on June 15, 2014 by the Board of Directors of Fiat and on May 27, 2014 by the Board of Directors of FCA;

(b) the Common Merger Terms (together with all the relevant annexes) were filed with the Companies' Register of Turin on June 23, 2014 and registered on June 26, 2014, for Italian law purposes;

(c) the Common Merger Terms (together with all the relevant annexes) were filed with the Dutch Trade Register on June 20, 2014 and communicated to the public in the Netherlands through a notice on the newspaper *Het Financieele Dagblad* and on the Dutch State Gazette, on July 11, 2014 for Dutch law purposes; the one-month period established in connection with the possible opposition by creditors to the Merger under Section 2:316 of the Dutch Civil Code started upon the publication of the above mentioned notices.

The Common Merger Terms will be submitted to Fiat shareholders for approval at the Fiat Extraordinary Meeting of Shareholders called for August 1, 2014 and to Fiat, as the sole shareholder of FCA, for approval at the extraordinary general meeting of FCA. The term established under Italian law in connection with the opposition by Fiat creditors to the Merger is 60 days from the date of registration of the relevant extraordinary shareholders' meeting resolution with the Companies' Register of Turin.

Conditions to the Transaction

If the Merger is approved by the Fiat Extraordinary Meeting of Shareholders, the completion of the Merger will remain subject to the satisfaction or, to the extent permitted by applicable law, the waiver (in writing) by both Fiat and FCA prior to the Closing Date of the following conditions:

(i) FCA Common Shares which are to be allotted to Fiat shareholders in connection with the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

(ii) no governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order or act which is in effect and prohibits consummation of the Merger in accordance with the terms set forth herein and no order shall have been enacted, entered, promulgated or enforced by any governmental entity of competent jurisdiction which prohibits or makes illegal the consummation of the Merger; and

(iii) the amount of cash, if any, required to be paid to (a) Fiat shareholders exercising cash exit rights under Article 2437-quater of the Italian Civil Code, and/or (b) creditors exercising their creditor opposition rights, shall not exceed in the aggregate €500 million.

Fiat and FCA will communicate information regarding the satisfaction of or failure to satisfy the above conditions precedent to the market in accordance with applicable laws and regulations.

In addition to the conditions precedent mentioned above, the Merger shall not be established other than after:

(i) a declaration shall have been received from the local district court in Amsterdam, the Netherlands that no creditor has opposed to the Merger pursuant to Section 2:316 of the Dutch Civil Code or, in case of any opposition pursuant to Section 2:316 of the Dutch Civil Code, a declaration that such opposition was withdrawn or discharged;

(ii) the 60 day-period following the date upon which the resolution of the Fiat Extraordinary Meeting of Shareholders has been registered with the Companies' Register of Turin shall have expired without any Fiat creditors having opposed to the Merger pursuant to applicable law or such period have been earlier terminated pursuant to applicable law or, where an opposition is filed, this opposition has been withdrawn or discharged or an order allowing the Merger has been issued pursuant to article 2445 of the Italian Civil Code; and

(iii) delivery by the Italian public notary selected by Fiat of the pre-merger compliance certificate to the Dutch civil law notary, such certificate being the pre-merger scrutiny certificate pursuant to the EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies.

2.1.2.2 Values attributed to companies participating in the Merger

The value of the assets and liabilities of Fiat to which FCA will succeed as of the Merger Effective Date will be determined on the basis of the relevant accounting net value as of the Merger Effective Date. These assets and liabilities are recorded as of December 31, 2013 in the Fiat statutory financial statements approved by the Fiat shareholders' meeting on March 31, 2014.

The conditions of the Merger have been established on the basis of the statutory financial statements as of December 31, 2013 of Fiat and the interim balance sheet as of April 1, 2014 of FCA, attached to the Common Merger Terms as Schedules 6 and 7, respectively.

2.1.2.3 The Exchange Ratio

FCA has been incorporated as the wholly-owned direct subsidiary of Fiat. FCA's issued share capital is EUR 350,000. As a result of the Merger, FCA will succeed to all assets and assume all liabilities of Fiat and the value of FCA will equal the value of Fiat immediately prior to the Merger (considering the application of book value for this Merger). The shareholders of Fiat, as the sole parent company of the surviving company FCA, will receive one common share in the capital of FCA for each Fiat ordinary share held by them. As the value of each FCA Common Share in the capital of FCA immediately after the Merger equals the value of each Fiat ordinary share immediately prior to the Merger, the one for one exchange ratio has been applied.

In the context of a merger, the objective of the Fiat Board of Directors' valuation is to estimate the "relative" equity values in order to determine the exchange ratio; the estimated relative values should not be taken as reference in different contexts.

The relative value of Fiat has been determined under the going-concern assumption and ignoring any potential economic and financial impacts of the Merger.

In the light of the above, and taking into account the objective of the valuation analysis, the methods applied as set out above are considered appropriate for the Merger.

No particular difficulties have arisen as a result of the valuation method used and as a result of the determination of this Exchange Ratio.

2.1.2.4 Exchange Ratio expert reports by auditors

As required under Dutch law, the Exchange Ratio must be accompanied by a report by an auditor with respect to among others the reasonableness of the Exchange Ratio (the "**Exchange Ratio Reports**"). To this end, Reconta Ernst & Young S.p.A. ("**E&Y**") was appointed upon Fiat request and KPMG Accountants N.V. ("**KPMG**") was appointed upon Fiat Investments N.V. request.

Neither the Board of Directors of Fiat nor the Board of Directors of Fiat Investments N.V. relied on the Exchange Ratio Reports in recommending the Merger to their respective shareholders. The Exchange Ratios were determined by mutual agreement of Fiat and Fiat Investments N.V. without any recommendation, analysis or advice from E&Y or KPMG. The Exchange Ratio Reports were prepared solely for compliance with Italian and Dutch law.

On June 18, 2014, E&Y issued its written report to the Fiat Board of Directors with respect to the reasonableness and non-arbitrariness of the valuation methods adopted by the Fiat Board of Directors to determine the Exchange Ratio. E&Y was appointed by the Fiat as expert, which, under Italian law, must be an external firm of auditors and is usually the auditor of the company. Such Exchange Ratio Report is attached as Annex 2 to this Information Document and is also available at the offices of Fiat, on the website of Fiat and will be available at the Companies' Register of Turin.

On June 15, 2014, KPMG issued its auditors reports (*Controleverklaringen van de onafhankelijke accountant ex artikel 2:328 leden 1 en 2 BW*) to FCA Board of Directors with respect to, among others the reasonableness of the proposed Exchange Ratio, as required by Dutch law.

2.1.2.5 Allocation of FCA Common Shares to the shareholders of Fiat and date of entitlement

Upon the Merger becoming effective, FCA will issue Common Shares having a nominal value of €0.01 each, for allocation to the shareholders of Fiat, in exchange for their existing ordinary shares of Fiat (each having a nominal value of €3.58), on the basis of the established Exchange Ratio, as specified under Section 2.1.2.3 above.

The FCA Common Shares being allotted in connection with the Merger – to be listed, at the time of completion of the Merger, on the NYSE and subsequently on the MTA – will be allotted in dematerialized form and delivered to shareholders through the relevant centralized clearing system with effect as of the Merger Effective Date (as defined in Section 2.1.2.5 below). Further information on the conditions and procedure for allocation of the assigned FCA Common Shares shall be included in a notice published on the website of Fiat, as well as on the daily newspaper La Stampa. Fiat and FCA will charge no costs to Fiat shareholders in relation to the shares exchange.

As a result of the Merger becoming effective, all the Fiat ordinary shares currently outstanding will be cancelled by operation of law and FCA shall continue to operate and own, as the case may be, all the existing business activities, shareholdings and other assets of Fiat.

As provided for by Section 6.1 of the Common Merger Terms, all 35,000,000 FCA shares currently held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat that are held by Fiat at the time of completion of the Merger will not be cancelled in accordance with Section 2:325, paragraph 3, of the Dutch Civil Code, but will continue to exist as FCA Common Shares held by FCA in treasury. According to Dutch law and the New Articles of Association, FCA Common Shares held in treasury are not entitled to any distribution or voting rights. These treasury shares may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations. FCA may carry out such transactions for any purpose, including to facilitate the development of a more liquid trading market for FCA Common Shares on the NYSE, promptly following the Merger.

In addition, following the Merger, newly-issued FCA Common Shares and/or FCA Common Shares held in treasury may also be used to service certain incentive plans, approved by FCA prior to or after the Merger Effective Date, for the benefit of certain FCA's directors and employees.

Each FCA Common Share will carry entitlement to participation in the 2014 profits of FCA in proportion to its participation in the nominal share capital of FCA.

As explained in the Common Merger Terms and its annexes, in connection with the Transaction, immediately upon the Merger Effective Date, FCA will issue Special Voting Shares, with a nominal value of €0.01 each, to those eligible shareholders of Fiat who have validly elected to receive such Special Voting Shares upon completion of the Merger in addition to FCA Common Shares. Holders of Fiat ordinary shares who wish to receive Special Voting Shares upon completion of the Merger are required to follow the procedures as described in the Fiat corporate documents which will be made available on the corporate website of Fiat (www.fiatspa.com) when the Fiat Extraordinary Meeting of Shareholders for the purposes of approving the Common Merger Terms is called. The characteristics of the Special Voting Shares are substantially further set out in the New Articles of Association attached as Schedule 4 to the Common Merger Terms and in the Terms and Conditions of the Special Voting Shares attached to the Common Merger Terms as Schedule 5.

For the avoidance of doubt, those Special Voting Shares are not part of the Exchange Ratio set out under Section 2.1.2.3 above.

For further information on the main features, rights pertaining to and obligations arising out from the Special Voting Shares, please refer to Section 2.1.1.3 above.

Fiat shareholders who do not vote in favor of the Common Merger Terms will be entitled to exercise their cash exit rights pursuant to:

(i) Article 2437, paragraph 1, letter (c) of the Italian Civil Code, given that Fiat's registered office is to be transferred outside Italy;

(ii) Article 2437-quinquies of the Italian Civil Code, given that Fiat's shares will be delisted; and

(iii) Article 5 of Legislative Decree 108, given that FCA is organized and managed under the laws of a country other than Italy (i.e., the Netherlands).

Given that those events will only occur upon the execution of the Transaction, as stated in the Common Merger Terms, the exercise of the cash exit rights by Fiat shareholders is conditional upon the Transaction becoming effective.

Pursuant to Article 2437-bis of the Italian Civil Code, qualifying shareholders may exercise their cash exit rights, in relation to some or all of their shares, by sending a notice via registered mail (the "**Notification**") to the registered offices of Fiat no later than 15 days following registration of the resolution adopted by the Fiat Extraordinary Meeting of Shareholders with the Turin Companies' Register. Notice of the registration will be published on the daily newspaper La Stampa and on the corporate website of Fiat.

In addition to the conditions/instructions provided below and the provisions of Article 127-bis of the Italian Financial Act, shareholders exercising their cash exit rights must deliver the specific communication to be issued by an authorized intermediary confirming that the shares in respect of which the shareholder has exercised his/her cash exit right immediately prior to the Fiat Extraordinary Meeting of Shareholders were held continuously up to the date of the Notification. Further details to exercise the withdrawal right will be provided to Fiat shareholders in accordance with the applicable laws and regulations.

Subject to the Transaction becoming effective, the redemption price payable to shareholders exercising the cash exit right will be equal to €7.727 per share, *i.e.*, the arithmetic average of the daily closing price of Fiat ordinary shares for the 6-month period prior to the date of publication of the notice calling the Fiat Extraordinary Meeting of Shareholders to vote on the Common Merger Terms.

Settlement of the shares submitted for redemption will proceed in accordance with the procedures indicated in Article 2437-*quater* of the Italian Civil Code. The Fiat ordinary shares with respect to which cash exit rights have been exercised will be offered by Fiat before the Merger becomes effective to its then existing shareholders. Subsequently, if any such shares remain unsold, they may be offered on the market for no less than one trading day in accordance with applicable laws and regulations. Completion of the above offer and sale procedure, as well as payment of any cash exit right due pursuant to applicable law will be conditional on the closing of the Merger.

As described above, the exercise of the cash exit rights by qualifying Fiat shareholders will be subject to the completion of the Transaction. Accordingly, if the aforesaid conditions are not satisfied or waived (to the extent possible), the offer and the subsequent redemption of the relevant exit shares by Fiat will not take place or become effective.

2.1.2.6 Effectiveness of the Merger for the purposes of the FCA financials statements and date of distribution entitlement

Pursuant to Article 15 of Legislative Decree 108 and Section 2:318 of the Dutch Civil Code and subject to the satisfaction of the conditions precedent to the Merger, as better described under Section 2.1.2 above, or (to the extent permitted by applicable law) waiver of any such conditions precedent, the Merger shall be carried out in accordance with and pursuant to Section 2:318 of the Dutch Civil Code by means of execution before a civil law notary, residing in the Netherlands, of the notarial deed in respect of the Merger (the "**Closing Date**").

The Merger will become effective on the day following the Closing Date (the "**Merger Effective Date**").

The Dutch registrar will subsequently inform the Turin Companies' Register that the Merger has become effective. As per the Merger Effective Date, Fiat will be merged into FCA, which will succeed to all the assets and liabilities, real and movable assets, tangible and intangible assets belonging to Fiat.

The financial information with respect to the assets, liabilities and other legal relationships of Fiat will be reflected in the annual accounts of FCA as of January 1, 2014, and, as a result of the above, the accounting effects of the Merger will be recognized in FCA's annual accounts from that date.

The Merger Effective Date is expected to occur during 2014.

FCA Common Shares issued as of the Merger Effective Date will carry entitlement to participation in the profits of FCA as from the FCA Incorporation Date in proportion to the relevant participation in the nominal share capital of FCA.

2.1.2.7 Accounting treatment applicable to the Merger

Fiat prepares its consolidated financial statements in accordance with IFRS. Immediately following the Merger, FCA will prepare its consolidated financial statements in accordance with IFRS. Under IFRS, the Merger consists of a reorganization of existing legal entities that does not give rise to any change of control, and therefore is outside the scope of application of IFRS 3—Business Combinations. Accordingly, it will be accounted for as an equity transaction at the existing carrying amounts.

As anticipated, pursuant to Section 2:321 of the Dutch Civil Code, the accounting effects of the Transaction will be recognized in FCA annual accounts from January 1, 2014.

2.1.2.8 Tax consequences of the Merger

This section describes the material Italian and non-Italian tax consequences of the Merger and of the ownership and transfer of FCA Common Shares. The following description does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to own or dispose of the shares (such as Italian inheritance and gift tax considerations, and transfer tax considerations) and, in particular does not discuss the treatment of shares that are held in connection with a permanent establishment or a fixed base through which a non-Italian resident shareholder carries on business or performs personal services in Italy.

For the purposes of this discussion, an "Italian Shareholder" is a beneficial owner of shares that is:

- an Italian-resident individual, or
- an Italian-resident corporation.

This section does not apply to shareholders subject to special rules, including:

- non-profit organizations, foundations and associations that are not subject to tax,
- Italian commercial partnerships and assimilated entities (*società in nome collettivo, in accomandita semplice*),
- Italian non-commercial partnerships (*società semplice*),
- Individuals holding the shares in connection with the exercise of a business activity,
- Italian real estate investment funds (*fondi comuni di investimento immobiliare*), and
- shareholders not resident in Italy.

This discussion is limited to Italian Shareholders that hold their shares directly and whose shares represent, and have represented in any 12-month period preceding each disposal: (i) a percentage of voting rights in the ordinary shareholders' meeting not greater than two percent for listed shares; or (ii) a participation in the share capital not greater than five percent for listed shares.

In addition, where specified, this section also applies to Italian pension funds, Italian investment funds (*fondi comuni di investimento mobiliare*) and *Società di Investimento Collettivo A Capitale Variabile* (SICAVs).

This section is based upon tax laws and applicable tax treaties and what is understood to be the current practice in Italy in effect on the date of this prospectus which may be subject to changes in the future, even on a retroactive basis. Italian Shareholders should consult their own advisors as to the Italian tax consequences of the ownership and disposal of FCA Common Shares in their particular circumstances.

Material Italian tax impacts

Tax consequences on Fiat and FCA

The Merger should be qualified as a cross-border merger transaction within the meaning of Article 178 of the CTA, implementing the Directive 90/434/EEC of 23 July 1990 (codified in the Directive 2009/133/CE, the Merger Directive).

Under recently enacted Italian law (Article 166 (2-*quater*) of the CTA), companies that cease to be Italian-resident and become tax-resident in another EU Member State may apply to suspend any Italian Exit Tax under the principles of the Court of Justice of the European Union case C-371/10, National Grid Indus BV. Italian rules implementing Article 166 (2-*quater*), issued in August 2013, excluded cross-border merger transactions from the suspension of the Italian Exit Tax. As a result, the Merger will result in the immediate charge of an Italian Exit Tax in relation to those Fiat assets that will not be connected with the Italian P.E.. Whether or not the Italian implementing rules are deemed compatible with EU law is unlikely to be determined before the payment of the Italian Exit Tax is due. FCA intends to maintain a permanent establishment in Italy.

The Merger is tax neutral with respect to Fiat's assets that will remain connected with the Italian P.E., such as the shareholdings in Fiat's Italian subsidiaries. Conversely, such merger will trigger the realization of capital gains or losses embedded in Fiat's assets that will not be connected with the Italian P.E. Capital gains on certain assets of the Group that are expected to be transferred out of the Italian P.E. in connection with the Merger will be realized for Italian tax purposes. However, Fiat expects that such gains may be largely offset by tax losses available to the Group.

Pursuant to Article 180 of the CTA, the tax-deferred reserves included in Fiat's net equity before the Merger should be included in the Italian P.E.'s net equity after the Merger, so as to preserve their tax-deferred status.

Pursuant to Article 181 of the CTA any of Fiat's carried-forward losses not generated within the Fiscal Unit and those generated within the Fiscal Unit which upon possible termination of such fiscal unit would be attributable to Fiat, if any, can be carried forward by the Italian P.E. after the Merger, subject to Article 172(7) of the CTA, in proportion to the difference between the assets and liabilities connected with the Italian P.E. and within the limits of the said difference.

A fixed registration tax of €200 is due in Italy in respect of the Merger.

Tax consequences of the Merger on Fiat's Fiscal Unit

Fiat has filed a ruling request to the Italian tax authorities in respect of the Merger. According to Article 124(5) of the CTA, a mandatory ruling request should be submitted to the Italian tax authorities in order to ensure the continuity, via the Italian P.E., of the Fiscal Unit currently in place between Fiat and Fiat's Italian subsidiaries. Depending on the outcome of the ruling, it is possible that carried-forward tax losses generated by the Fiscal Unit would become restricted losses and they could not be used to offset the future taxable income of the Fiscal Unit. It is also possible that FCA would not be able to offset the Fiscal Unit's carried-forward tax losses against any capital gains on Fiat's assets that are not connected with the Italian P.E., despite the continuity of the Fiscal Unit.

Exchange of Shares for FCA Stock Pursuant to the Merger

Currently Fiat is resident in Italy for tax purposes.

On April 1, 2014, Fiat incorporated a wholly-owned company, FCA, with legal seat in the Netherlands under the name of Fiat Investments N.V. For the purposes of the Italy-U.K. tax treaty, FCA is expected to be resident in the United Kingdom from its incorporation.

According to Italian tax laws, the Merger will not trigger any taxable event for Italian income tax purposes for Fiat Italian Shareholders. FCA Common Shares received by such Fiat shareholders at the effective time of the Merger would be deemed to have the same aggregate tax basis as the FCA Common Shares or Fiat ordinary shares held by the said Italian Shareholders prior to the Merger.

Italian Shareholders that receive cash in lieu of fractional interests in FCA Common Shares sold in the market for cash will recognize a capital gain or loss equal to the difference between the amount received and their tax basis in such fractional interests (see "Taxation of Capital Gains" for further discussion).

Fiat Italian Shareholders that exercise their cash exit rights shall be entitled to receive an amount of cash per share of Fiat ordinary shares under Article 2437-*ter* of the Italian Civil Code ("cash exit price").

Italian Shareholders that receive the cash exit price as a consideration for their shares being sold to other Fiat shareholders or to the market will recognize a capital gain or loss equal to the difference between the amount received and their tax basis in their Fiat ordinary shares (see "Taxation of Capital Gains" for further discussion).

Italian resident individual shareholders of Fiat that have their shares redeemed and cancelled pursuant to their cash exit rights will be subject to a 26% final withholding tax on any profits derived from such redemption, which profits will be deemed equal to the difference between the cash exit price and their tax basis in their Fiat ordinary shares (see "Tax Consequences of Owning FCA Stock – Italian resident individual shareholders" for further discussion). Any losses are not deductible (unless an election is made for *Regime del Risparmio Gestito*, discussed further below).

Italian resident corporate shareholders of Fiat that have their shares redeemed and cancelled pursuant to their cash exit rights will recognize gain or loss equal to the difference between the cash exit price (or portion thereof) which is paid out of share capital and capital reserves and their

tax basis in their Fiat ordinary shares (see "Taxation of Capital Gains – Italian resident corporations" for further discussion), while the portion of the cash exit price (if any) which is paid out of annual profit or profit reserves will be treated as a dividend distribution (see "Tax Consequences of Owning FCA Stock—Italian resident corporations" for further discussion).

Italian Shareholders should consult their tax advisor in connection with any exercise of cash exit rights in their particular circumstances.

Tax Consequences of Owning FCA Stock

Taxation of Dividends.

The tax treatment applicable to dividend distributions depends upon the nature of the dividend recipient, as summarized below.

Italian resident individual shareholders. Dividends paid by a non-Italian-resident company, such as FCA, to Italian resident individual shareholders are subject to a 26% tax. Such tax (i) may be applied by the taxpayer in its tax assessment or (ii) if an Italian withholding agent intervenes in the collection of the dividends, may be withheld by such withholding agent.

In the event that a taxpayer elects to be taxed under the "*Regime del Risparmio Gestito*" (discussed below in the paragraph entitled "Taxation of Capital Gains – Italian resident individual shareholders"), dividends are not subject to the 26% tax, but are subject to taxation under such "Regime del Risparmio Gestito."

Italian resident corporations. Subject to the paragraph below, Italian Shareholders subject to Italian corporate income tax ("IRES") should benefit from a 95% exemption on dividends. The remaining five percent of dividends are treated as part of the taxable business income of such Italian resident corporations, subject to tax in Italy under the IRES.

Dividends, however, are fully subject to tax in the following circumstances: (i) dividends paid to taxpayers using IAS/IFRS in relation to shares accounted for as "held for trading" on the balance sheet of their statutory accounts; (ii) dividends which are considered as "deriving from" profits accumulated by companies or entities resident for tax purposes in States or Territories with a preferential tax system; or (iii) dividends paid in relation to shares acquired through repurchase transactions, stock lending and similar transactions, unless the beneficial owner of such dividends would have benefited from the 95% exemption described in the above paragraph. In the case of (ii), 100% of the dividends are subject to taxation, unless a special ruling request is filed with the Italian tax authorities in order to prove that the shareholding has not been used to enable taxable income to build up in the said States or Territories.

For certain companies operating in the financial field and subject to certain conditions, dividends are included in the tax base for IRAP purposes (*Imposta regionale sulle attività produttive*).

Italian pension funds. Dividends paid to Italian pension funds (subject to the regime provided for by article 17 of Italian legislative decree No. 252 of 5 December 2005) are not subject to any withholding tax, but must be included in the result of the relevant portfolio accrued at the end of the tax period, subject to substitute tax at the rate of 11% (11.5% in 2014).

Italian investment funds (fondi comuni di investimento mobiliare) and SICAVs. Dividends paid to Italian investment funds and SICAVs are not subject to any withholding tax nor to any taxation at the level of the fund or SICAV. A withholding tax may apply in certain circumstances at the rate of up to 26% on distributions made by the Fund or SICAV.

Taxation of Capital Gains

Italian resident individual shareholders. Capital gains realized upon disposal of shares or rights by an Italian resident individual shareholder are subject to Italian final substitute tax (*imposta sostitutiva*) at a 26% rate.

Capital gains and capital losses realized in the relevant tax year have to be declared in the annual income tax return (*regime di tassazione in sede di dichiarazione dei redditi*). Losses in excess of gains may be carried forward against capital gains realized in the four subsequent tax years. While losses generated as of July 1, 2014 can be carried forward for their entire amount, losses realized until December 31, 2011 can be carried forward for 48.08% of their amount only and losses realized between January 1, 2012 and June 30, 2014 for 76.92% of their amount.

As an alternative to the *regime di tassazione in sede di dichiarazione dei redditi* described in the above paragraph, Italian resident individual shareholders may elect to be taxed under one of the two following regimes:

(i) *Regime del Risparmio Amministrato*: under this regime, separate taxation of capital gains is allowed subject to (i) the shares and rights in respect of the shares being deposited with Italian banks, *società di intermediazione mobiliare* or certain authorized financial intermediaries resident in Italy for tax purposes and (ii) an express election for the *Regime del Risparmio Amministrato* being timely made in writing by the relevant shareholder. Under the *Regime del Risparmio Amministrato*, the financial intermediary is responsible for accounting for the substitute tax in respect of capital gains realized on each sale of the shares or rights on the shares, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the shareholder. Under the *Regime del Risparmio Amministrato*, where a sale of the shares or rights on the shares results in a capital loss, such loss may be deducted (up to 48.08% for capital losses realized until December 31, 2011 and up to 76.92% for capital losses realized between January 1, 2012 and June 30, 2014) from capital gains of the same kind subsequently realized under the same relationship of deposit in the same tax year or in the four subsequent tax years. Under the *Regime del Risparmio Amministrato*, the shareholder is not required to declare the capital gains in its annual tax declaration;

(ii) *Regime del Risparmio Gestito*: under this regime, any capital gains accrued to Italian resident individual shareholders, that have entrusted the management of their financial assets, including the shares and rights in respect of the shares, to an authorized Italian-based intermediary and have elected for the *Regime del Risparmio Gestito*, are included in the computation of the annual increase in value of the managed assets accrued, even if not realized, at year-end, subject to the substitute tax to be applied on behalf of the taxpayer by the managing authorized Italian-based intermediary. Under the *Regime del Risparmio Gestito*, any fall in value of the managed assets accrued at year-end may be carried forward (up to 48.08% if accrued until December 31, 2011 and up to 76.92% if accrued between January 1, 2012 and June 30, 2014) and set against increases in value of the managed assets which accrue in any of the four subsequent tax years. Under the *Regime del Risparmio Gestito*, the shareholder is not required to report capital gains realized in its annual tax declaration.

Italian resident corporations. Capital gains realized through the disposal of FCA Common Shares by Italian Shareholders which are companies subject to IRES benefit from a 95% exemption (referred to as the "**Participation Exemption Regime**"), if the following conditions are met:

(i) the shares have been held continuously from the first day of the 12th month preceding the disposal; and

(ii) the shares were accounted for as a long term investment in the first balance sheet closed after the acquisition of the shares (for companies adopting IAS/IFRS, shares are considered to be a long term investment if they are different from those accounted for as "held for trading").

Based on the assumption that FCA should be resident in the U.K. and that its shares will be listed on a regulated market, the two additional conditions set forth by Article 87 of the CTA in order to enjoy the Participation Exemption Regime (i.e., the company is not resident in a State with a preferential tax system and carrying on a business activity) are both met.

The remaining five percent of the amount of such capital gain is included in the aggregate taxable income of the Italian resident corporate shareholders and subject to taxation according to ordinary IRES rules and rates.

If the conditions for the Participation Exemption Regime are met, capital losses from the disposal of shareholdings realized by Italian resident corporate shareholders are not deductible from the taxable income of the company.

Capital gains and capital losses realized through the disposal of shareholdings which do not meet at least one of the aforementioned conditions for the Participation Exemption Regime are, respectively, fully included in the aggregate taxable income and fully deductible from the same aggregate taxable income, subject to taxation according to ordinary rules and rates. However, if such capital gains are realized upon disposal of shares which have been accounted for as a long-term investment on the last three balance sheets, then if the taxpayer so chooses the gains can be taxed in equal parts in the year of realization and the four following tax years.

The ability to use capital losses to offset income is subject to significant limitations, including provisions against "dividend washing." In addition, Italian resident corporations that recognize capital losses exceeding €50,000 are subject to tax reporting requirements. Italian resident corporations that recognize capital losses should consult their tax advisors as to the tax consequences of such losses. For certain types of companies operating in the financial field and subject to certain conditions, the capital gains are included in the net production value subject to the regional tax on productive activities.

Italian pension funds. Capital gains realized by Italian pension funds are not subject to any withholding or substitute tax. Capital gains and capital losses must be included in the result of the relevant portfolio accrued at the end of the tax period, which is subject to an 11% substitute tax (11.5% in 2014).

Italian investment funds (fondi comuni di investimento mobiliare) and SICAVs. Capital gains realized by Italian investment funds and SICAVs are not subject to any withholding or substitute tax. Capital gains and capital losses must be included in the fund's or SICAV's annual result, which is not subject to tax. A withholding tax may apply in certain circumstances at the rate of up to 26% on distributions made by the fund or SICAV.

IVAFE-Imposta sul Valore delle Attività Finanziarie detenute all'Estero

According to Article 19 of the Decree of 6 December 2011, No. 201 ("**Decree No. 201/2011**"), converted with Law of 22 December 2011, No. 214, Italian resident individuals holding financial assets – including shares – outside the Italian territory are required to pay a special tax (IVAFE). From 2013, such tax is applied at the rate of 0.20%. The tax applies to the market value at the end of the relevant year of such financial assets held outside the Italian territory. Taxpayers may deduct from the tax a tax credit equal to any wealth taxes paid in the State where the financial assets are held (up to the amount of the Italian tax due).

Stamp Duty (Imposta di bollo)

According to Article 19 of Decree No. 201/2011, a proportional stamp duty applies on a yearly basis on the market value of any financial product or financial instruments. From 2013 the stamp duty applies at the rate of 0.20% and cannot be lower than €34.2 but, in respect of Italian shareholders other than individuals, it cannot exceed €14,000. The stamp duty applies with respect to any Italian Shareholders (other than banks, insurance companies, investments and pension funds and certain other financial intermediaries) to the extent that the shares are held through an Italian-based banking or financial intermediary or insurance company.

Financial Transaction Tax

According to Art. 1 of the Law of December 24, 2012, No. 228, an Italian Financial Transaction tax ("**FTT**") shall apply as of March 1, 2013 on the transfer of property rights in shares issued by Italian resident companies, such as Fiat, regardless of the tax residence of the parties and/or where the transaction is entered into. If a holder of Fiat ordinary shares exercises its cash exit rights, according to Italian law such holder must first offer its Fiat ordinary shares for sale to the holders of Fiat ordinary shares that have not chosen to exercise cash exit rights. Shareholders of Fiat that purchase shares of a holder exercising its cash exit rights may be subject to the FTT. In 2013, the FTT applies at a rate of 0.20%, reduced to 0.10% if the transaction is executed on a regulated market or a multilateral trading system, as defined by the law. The taxable base is the transaction value, which is defined as the consideration paid for the transfer or as the net balance of the transactions executed by the same subject in the course of the same day. The FTT is due by the party that acquires the shares and shall be levied by the financial intermediary (or by any other person) that is involved, in any way, in the execution of the transaction. Specific exclusions and exemptions are set out by the law by Decree 21 February 2013 which also regulates in detail other aspects of the FTT. Specific rules apply for the application of the FTT on derivative financial instruments having as underlying instruments shares issued by Italian resident companies and on high frequency trading transactions.

Loyalty Voting Structure

No statutory, judicial or administrative authority directly discusses how the receipt, ownership or disposal of Special Voting Shares should be treated for Italian income tax purposes and as a result, the Italian tax consequences are uncertain. Accordingly, the Group urges Italian shareholders to consult their tax advisors as to the tax consequences of the receipt, ownership and disposal of Special Voting Shares.

Receipt of Special Voting Shares. An Italian Shareholder that receives Special Voting Shares issued by FCA should in principle not recognize any taxable income upon the receipt of Special Voting Shares. Under a possible interpretation, the issue of Special Voting Shares can be treated as the issue of bonus shares free of charge to the shareholders out of existing available reserves of FCA. Such issue should not have any material effect on the allocation of the tax basis of an Italian Shareholder between its FCA Common Shares and its Special Voting Shares. Because the Special Voting Shares are not transferrable and their limited economic rights can be enjoyed only at the

time of the liquidation of FCA, FCA believes and intends to take the position that the fair market value of each special voting share is minimal. However, because the determination of the fair market value of the Special Voting Shares is not governed by any guidance that directly addresses such a situation and is unclear, the Italian tax authorities could assert that the value of the Special Voting Shares as determined by FCA is incorrect.

Ownership of Special Voting Shares. Italian Shareholders of Special Voting Shares should not have to recognize income in respect of any amount transferred to the Special Voting Shares dividend reserve, but not paid out as dividends, in respect of the Special Voting Shares.

Disposition of Special Voting Shares. The tax treatment of an Italian Shareholder that has its Special Voting Shares redeemed for no consideration (*om niet*) after removing its shares from the Loyalty Register is unclear. It is possible that an Italian Shareholder should recognize a loss to the extent of the Italian Shareholder's tax basis (if any). The deductibility of such loss depends on individual circumstances and conditions required by Italian law. It is also possible that an Italian Shareholder would not be allowed to recognize a loss upon the redemption of its Special Voting Shares and instead should increase its basis in its FCA Common Shares by an amount equal to the tax basis (if any) in its Special Voting Shares.

Material Netherlands Tax Consequences

This section describes solely the material Dutch tax consequences of (i) the exchange of shares pursuant to the Merger and (ii) the ownership of FCA Common Shares that are issued pursuant to the Merger. It does not consider every aspect of Dutch taxation that may be relevant to a particular holder of shares (as defined below) in Fiat or FCA in special circumstances or who is subject to special treatment under applicable law. Shareholders and/or potential investors should consult their own tax advisor regarding the Dutch tax consequences of (i) the Merger and (ii) of owning and disposing of FCA Common Shares and, if applicable, Special Voting Shares in their particular circumstances.

Where in this section English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law. Where in this section the terms "the Netherlands" and "Dutch" are used, these refer solely to the European part of the Kingdom of the Netherlands. This summary also assumes that FCA is organized, and that the business will be conducted, in the manner outlined in this Information Document. A change to the organizational structure or to the manner in which FCA conducts its business may invalidate the contents of this section, which will not be updated to reflect any such change.

This description is based on the tax law of the Netherlands (unpublished case law not included) as it stands at the date of this Information Document. The law upon which this description is based is subject to change, perhaps with retroactive effect. Any such change may invalidate the contents of this description, which will not be updated to reflect such change.

Where in this Dutch taxation discussion reference is made to "a holder of shares," that concept includes, without limitation:

1. an owner of one or more shares who in addition to the title to such shares, has an economic interest in such shares;
2. a person who or an entity that holds the entire economic interest in one or more shares;
3. a person who or an entity that holds an interest in an entity, such as a partnership or a mutual fund, that is transparent for Dutch tax purposes, the assets of which comprise one or more shares, within the meaning of 1. or 2. above; or
4. a person who is deemed to hold an interest in shares, as referred to under 1. to 3., pursuant to the attribution rules of article 2.14a, of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), with respect to property that has been segregated, for instance in a trust or a foundation.

The summary set out in this section applies only to a holder of shares if such holder satisfies the following tests:

a. such holder is neither resident, nor deemed to be resident in the Netherlands for purposes of Dutch income tax or corporation tax, as the case may be, and if such holder is an individual, such holder has not elected to be treated as a resident of the Netherlands for Dutch income tax purposes;
b. such holder's shares and any benefits derived or deemed to be derived from such shares have no connection with past, present or future employment, management activities and functions or membership of a management board (*bestuurder*) or a supervisory board (*commissaris*);
c. such holder does not derive profits from an enterprise directly, or pursuant to a co-entitlement to the net value of such enterprise, other than as a holder of securities, which enterprise either is managed in the Netherlands or carried on, in whole or in part, through a permanent establishment or a permanent representative which is taxable in the Netherlands and such holder's Fiat Ordinary Shares, FCA Common Shares and/or Special Voting Shares are attributable to such enterprise; and.
d. if such holder is an individual, such holder does not derive benefits from Fiat Ordinary Shares, FCA Common Shares and/or Special Voting Shares that are taxable as benefits from miscellaneous activities in the Netherlands.
e. such holder's shares do not form part of a substantial interest or a deemed substantial interest in Fiat or FCA within the meaning of Chapter 4 of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);

Generally, if a person holds an interest in Fiat or FCA, such interest forms part of a substantial interest, or a deemed substantial interest, in Fiat or FCA if any one or more of the following circumstances is present:

1. Such person – either alone or, in the case of an individual, together with his partner, if any – owns or is deemed to own, directly or indirectly, either a number of shares representing five per cent. or more of Fiat's or FCA's total issued and outstanding capital (or the issued and outstanding capital of any class of shares), or rights to acquire, directly or indirectly, shares, whether or not already issued, representing five per cent. or more of Fiat's or FCA's total issued and outstanding capital (or the issued and outstanding capital of any class of shares), or profit participating certificates relating to five per cent. or more of Fiat's or FCA's annual profit or to five per cent. or more of Fiat's or FCA's liquidation proceeds.
2. Such person's shares, profit participating certificates or rights to acquire shares in Fiat or FCA are held by him or deemed to be held by him following the application of a non-recognition provision.

3. Such person's partner or any of his relatives by blood or by marriage in the direct line (including foster-children) or of those of his partner has a substantial interest (as described under 1. and 2. above) in Fiat or FCA.

A person who is entitled to the benefits from shares or profit participating certificates (for instance a holder of a right of usufruct) is deemed to be a holder of shares or profit participating certificates, as the case may be, and such person's entitlement to such benefits is considered a share or a profit participating certificate, as the case may be.

Dividend withholding tax in connection with implementation of the Merger

The exchange of Fiat ordinary shares for FCA Common Shares pursuant to the Merger will not be subject to Dutch dividend withholding tax.

The issuance of Special Voting Shares will not give rise to Dutch dividend withholding tax provided that the par value of the special voting rights is paid-up out of FCA reserves which are recognized as paid-up capital for Dutch dividend withholding tax purposes and otherwise no actual or deemed distribution of profits occurs.

Other taxes and duties in connection with the implementation of the Merger

No Dutch registration tax, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands in respect of or in connection with the exchange of Fiat ordinary shares for FCA Common Shares.

Dividend withholding tax

FCA is generally required to withhold Dutch dividend withholding tax at a rate of 15% from dividends distributed by it.

As an exception to this rule, FCA may not be required to withhold Dutch dividend withholding tax if it is considered to be a tax resident of both the Netherlands and another jurisdiction in accordance with the domestic tax residency provisions applied by each of these jurisdictions, while an applicable double tax treaty between the Netherlands and such other jurisdiction attributes the tax residency exclusively to that other jurisdiction.

The concept of "dividends distributed by FCA" as used in this section "Material Dutch Tax Consequences" includes, but is not limited to, the following:

- distributions in cash or in kind, deemed and constructive distributions and repayments of capital not recognised as paid-in for Dutch dividend withholding tax purposes;
- liquidation proceeds and proceeds of repurchase or redemption of shares in excess of the average capital recognised as paid-in for Dutch dividend withholding tax purposes;
- the par value of shares issued by FCA to a holder of FCA Common Shares and/or Special Voting Shares or an increase of the par value of shares, as the case may be, to the extent that it does not appear that a contribution, recognised for Dutch dividend withholding tax purposes, has been made or will be made; and
- partial repayment of capital, recognised as paid-in for Dutch dividend withholding tax purposes, if and to the extent that there are net profits (*zuivere winst*), unless (a) the general meeting of FCA's shareholders has resolved in advance to make such repayment and (b) the par value of the shares concerned has been reduced by an equal amount by way of an amendment to FCA's articles of association.

Other taxes and duties after implementation of the Merger

No Dutch registration tax, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, is payable in the Netherlands by a holder in respect of or in connection with (i) the subscription, issue, placement or allotment of FCA Common Shares and/or Special Voting Shares, (ii) the enforcement by way of legal proceedings (including the enforcement of any foreign judgment in the courts of the Netherlands) of the documents relating to the issue of FCA Common Shares and/or Special Voting Shares or the performance by FCA of FCA's obligations under such documents, or (iii) the transfer of FCA Common Shares and/or Special Voting Shares.

As to the tax consequences for Dutch shareholders, please refer to the Registration Statement (Section "*Tax Consequences*").

Material U.K. Tax Consequences

This section describes the material United Kingdom tax consequences of the Merger and the ownership of FCA Common Shares for shareholders who are not resident in the U.K. and do not hold their shares in connection with a trade, profession or vacation which they carry on in the U.K.. It does not purport to be a complete analysis of all potential U.K. tax consequences of holding Fiat and FCA Common Shares. This section is based on current U.K. tax law and what is understood to be the current practice of H.M. Revenue and Customs, as well as on applicable tax treaties. This law and practice and these treaties are subject to change, possibly on a retroactive basis. Shareholders of Fiat should consult their own tax advisors on the U.K. tax consequences of the Merger and of owning and disposing of FCA Common Shares in their particular circumstances.

Exchange of Fiat ordinary shares for FCA Common Shares; Exercise of Cash Exit Rights

Stamp duty and stamp duty reserve tax ("SDRT")

Fiat does not and will not maintain any share register in the U.K. and, accordingly, no liability to U.K. stamp duty or SDRT will arise to shareholders on the tendering or cancellation of Fiat ordinary shares in the course of the Merger.

Tax Consequences of Owning FCA Common Shares

Taxation of Dividends

Withholding from dividend payments. Dividend payments may be made without withholding or deduction for or on account of U.K. income tax.

Stamp duty and stamp duty reserve tax

No liability to U.K. stamp duty or SDRT will arise on the issue of FCA Common Shares to shareholders. FCA will not maintain any share register in the U.K. and, accordingly, (i) U.K. stamp duty will not normally be payable in connection with a transfer of common shares, provided that the instrument of transfer is executed and retained outside the U.K. and no other action is taken in the U.K. by the transferor or transferee, and (ii) no U.K. SDRT will be payable in respect of any agreement to transfer FCA Common Shares.

As to the tax consequences for U.K. shareholders, please refer to the Registration Statement (Section "*Tax Consequences*").

Material U.S. Tax Consequences

As to further discussion on the tax consequences for U.S. shareholders, please refer to the Registration Statement (Section "*Tax Consequences*").

2.1.3 Shareholder structure and control of FCA subsequently to the completion of the Merger

The following table shows the current percentage interest of major shareholders in Fiat (*i.e.*, shares representing 2% or more of voting rights) as of July 15, 2014 on the basis of the publicly available information.

	%
Fiat shareholders (*)	
Exor S.p.A.	30.05%
Baillie Gifford & Co.	2.64%
Norges Bank	2.15%
Vanguard International Growth Fund	2.00%
Other shareholders (**) (***)	63.16%

(*) Fiat owns approximately 35 million treasury shares representing approximately 2.8% of its overall issued share capital.

(**) Reports by shareholders to the company and Consob may be not updated.

(***) "Other shareholders" includes directors owning shares of Fiat and Fiat treasury shares.

In addition, as of May 8, 2014, Fiat directors owning Fiat shares are the following:

	No. of shares	*%*
Fiat directors		
Sergio Marchionne	3,150,000	0.25%
John Elkann	133,000	–
Luca Cordero di Montezemolo	127,172	–
Gian Maria Gros Pietro (*)	3,300	

(*) Effective June 23, 2014 Mr. Gian Maria Gros Pietro resigned from the Board of Directors of Fiat and was replaced by Glenn Earle.

Taking into account the Exchange Ratio, as determined under Section 2.1.1.3 above, on the basis of which one (1) FCA Common Share will be assigned to each holder of one (1) Fiat ordinary share, the pre-Merger shareholders of Fiat will hold the same percentage of FCA Common Shares as of Fiat ordinary shares held before the Merger (subject to the exercise of cash exit rights by Fiat shareholders and, following the Merger, to the offer and sale on the market of FCA Common Shares, including FCA treasury shares as described under Section 2.1.1.3 above). However, as a result of the Loyalty Voting Structure, a particular shareholders' voting power in FCA will depend on the extent to which the shareholder and the other shareholders participate in the Loyalty Voting Structure with respect to FCA. In particular, Exor, which as of July 15, 2014 held 30.05% of Fiat's share capital and will hold the same interest in FCA Common Shares following the Merger (subject to the exercise of cash exit rights by other Fiat shareholders and, following the Merger, to the offer

and sale on the market of FCA Common Shares, including FCA treasury shares as described under Section 2.1.1.3 above). If Exor elects to participate in the Loyalty Voting Structure with respect to all of the FCA Common Shares it will be entitled to receive upon completion of the Merger, and no other shareholder elected to participate in the Loyalty Voting Structure, Exor's voting power in FCA immediately following completion of the Merger could be as high as approximately 46% (before considering exercise of any cash exit rights and, following the Merger, the offer and sale on the market of FCA Common Shares, including FCA treasury shares as described under Section 2.1.1.3 above).

For information regarding the Special Voting Shares issued by FCA and the relevant impact on the FCA shareholding structure, please refer to Section 2.1.1.3 above.

2.1.4 Effect of the Merger on shareholders' agreements

On the basis of the publicly available information, no shareholders' agreement, within the meaning of article 122 of the Italian Financial Act, currently exists in connection with Fiat ordinary shares or FCA Common Shares.

2.2 RATIONALE OF THE MERGER

The main purpose of the Merger is to better reflect the increasingly global nature of the Group's business, enhance its appeal to international investors and facilitate the listing and trading of FCA Common Shares on the NYSE, taking into account the recently completed acquisition by Fiat, through a subsidiary, of the approximately 41.5% interest in Chrysler that it did not already own.

The Fiat Board of Directors believes that an Italian holding company and a sole Italian listing are no longer optimal for the increasingly global character of the Group's business also in the light of the capital markets needs of the business. The reorganization, of which the Merger forms a part, is expected to:

- create a well-established, investor friendly corporate form that will improve flexibility in raising capital or making strategic acquisitions or investments in the future;
- enhance the access to capital with the dual listing on the NYSE and the MTA that will improve the liquidity of the shares as well as provide the ability to access a deeper pool of equity and debt financing sources; and
- increase the strategic flexibility of the Group to pursue attractive acquisition and strategic investments opportunities and reward long-term shareholding.

In particular:

- Following the Merger, Fiat will cease to exist as a standalone entity and will survive in the form of FCA, a Dutch public limited liability company, or *naamloze vennootschap*, or N.V. The Netherlands is a neutral jurisdiction that is not identified with either of the historical jurisdictions of the largest businesses operated by the Group and provides a governance regime that is expected to be attractive to investors in multinational enterprises. The Board of Directors believes that Dutch incorporation better reflects the increasing international dimension of the Group's business and shareholder base. The Board of Directors also believes that with a Dutch holding company, the Group will have additional flexibility in raising capital or making strategic acquisitions or investments in the future.

- Moving the Group's primary listing to the NYSE, where the shares of the major automotive companies that have the majority of their sales and profitability located in North America are listed, together with a listing on the MTA, is expected to enhance liquidity in FCA's shares and to further the Group's ability to access a deeper pool of equity and debt financing sources.

  With a NYSE listing, the Group will endeavour to attract U.S. retail and institutional investor interest seeking to gain exposure to the business of Chrysler as part of the integrated group to which Chrysler now belongs. Furthermore, a listing on the MTA will facilitate engagement by a pan-European investor base while at the same time discouraging any flowback of shares held by Italian retail investors.

  The Board of Directors believes that the Merger, by redomiciling the Group in the Netherlands in the context of the broader Group reorganization following the acquisition of the remaining interest in Chrysler which the Group did not already own, will provide the appropriate conditions and create a natural catalyst to position FCA successfully with a global investor base, historically under-represented in Fiat's capital, as well as a European investor base.

- The Board of Directors believes that a strong base of core shareholders has benefited and will continue to benefit the Group. Multiple voting mechanisms, particularly those that recognize the importance of core shareholders while encouraging new shareholders to invest for the long term can be effective in promoting long-term stability of a business. These mechanisms in varying form are common in a number of jurisdictions such as the United States, Sweden, France and the Netherlands. Dutch law allows for the creation of multiple voting mechanisms and, therefore, the Merger will enable the adoption of an appropriate multiple voting mechanism.

  The Board of Directors believes that the long-term support provided to the Group by its founding family has been beneficial to the Group's strategic development historically and wishes for such support to continue. The Group also believes that the Loyalty Voting Structure may provide additional strategic flexibility for us to pursue attractive acquisition and strategic investment opportunities because the Loyalty Voting Structure will ease the impact of any dilution in the economic interest of these core shareholders. Furthermore, the Board of Directors believes that enhancing the stability and loyalty of the Group's broader shareholder base will strengthen the relationship between management and shareholders by limiting the distractions that may tend to arise from opportunistic short-term investors. The Loyalty Voting Structure is designed to encourage investment by shareholders whose objectives are aligned with the Group's strategic long-term development plans.

2.3 PUBLICLY AVAILABLE DOCUMENTS

The following documents are available for inspection at the offices of Fiat in Turin, Via Nizza 250 for the persons provided for by law, on Fiat website (www.fiatspa.com) and are published in accordance with the applicable laws and regulations:

(i) this Information Document;

(ii) the Common Merger Terms (together with all the relevant annexes), pursuant to article 2501-*ter* of the Italian Civil Code and article 6 of the Legislative Decree 108;

(iii) the report of the Board of Directors of Fiat prepared pursuant to article 2501-*quinquies* of the Italian Civil Code, article 8 of the Legislative Decree 108 and article 70 of the Issuers' Regulation;

(iv) the report prepared by the Board of Directors of FCA;

(v) the merger accounts of Fiat as of December 31, 2013 and the interim balance sheet of FCA as of April 1, 2014 pursuant to article 2501-*quater* of the Italian Civil Code and Section 2:314 of the Dutch Civil Code;

(vi) the expert report prepared by Reconta Ernst & Young S.p.A. for the benefit of Fiat and the expert report prepared by KPMG Accountants N.V. for the benefit of FCA on the Exchange Ratio;

(vii) the 2013, 2012 and 2011 yearly financial statements of Fiat, together with the relevant reports attached thereto; with regard to FCA, no financial statements are made available in the light of the fact that the first financial year is not closed yet.

3. SIGNIFICANT EFFECT OF THE MERGER

3.1 SIGNIFICANT EFFECTS OF THE MERGER ON THE GROUP AND ITS BUSINESS ACTIVITIES

As a result of the Merger, the increasingly global nature of the Group's business will be better reflected, its appeal to international investors enhanced and the listing and trading of FCA Common Shares on the NYSE facilitated, taking into account the recently completed acquisition by Fiat, through a subsidiary, of the approximately 41.5% interest in Chrysler that it did not already own.

The Board of Directors of Fiat believes that an Italian holding company and a sole Italian listing are no longer optimal for the increasingly global character of the Group's business also in the light of the capital markets needs of the business. The reorganization, of which the Merger forms a part, is expected to:

- create a well-established, investor friendly corporate form that will improve flexibility in raising capital or making strategic acquisitions or investments in the future;
- enhance the access to capital with the dual listing on the NYSE and the MTA that will improve the liquidity of the shares as well as the ability to access a deeper pool of equity and debt financing sources; and
- increase the strategic flexibility of the Group to pursue attractive acquisition and strategic investments opportunities and reward long-term shareholding.

In particular:

- following the Merger, Fiat will cease to exist as a standalone entity and will survive in the form of FCA, a Dutch public limited liability company, or *naamloze vennootschap*, or N.V. The Netherlands is a neutral jurisdiction that is not identified with either of the historical jurisdictions of the largest businesses operated by the Group and provides a governance regime that is expected to be attractive to investors in multinational enterprises. The Board of Directors believes that Dutch incorporation better reflects the increasing international dimension of the Group's business and shareholder base. The Board of Directors also believes that with a Dutch holding company, the Group will have additional flexibility in raising capital or making strategic acquisitions or investments in the future as well as in issuing equity awards as a tool to incentivize and reward management and employees.
- Moving the Group's primary listing to the NYSE, where the shares of the major automotive companies that have the majority of their sales and profitability located in North America are listed, together with a listing on the MTA, is expected to enhance liquidity in the issuer's shares and to further the Group's ability to access a deeper pool of equity and debt financing sources.

  With a NYSE listing, the Group will endeavour to attract U.S. retail and institutional investor interest seeking to gain exposure to the business of Chrysler as part of the integrated group to which Chrysler now belongs. Furthermore, a listing on the MTA will facilitate engagement by a pan-European investor base while at the same time discouraging any flowback of shares held by Italian retail investors.

  The Board of Directors believes that the Merger, by redomiciling the Group in the Netherlands in the context of the broader Group reorganization following the acquisition of the remaining interest in Chrysler which the Group did not already own, will provide the appropriate conditions and create a natural catalyst to position FCA successfully with a global investor base, historically under-represented in Fiat's capital, as well as a European investor base.

- The Board of Directors believes that a strong base of core shareholders has benefited and will continue to benefit the Group. Multiple voting mechanisms, particularly those that recognize the importance of core shareholders while encouraging new shareholders to invest for the long term can be effective in promoting long-term stability of a business. These mechanisms in varying form are common in a number of jurisdictions such as the United States, Sweden, France and the Netherlands. Dutch law allows for the creation of multiple voting mechanisms and, therefore, the Merger will enable the adoption of an appropriate multiple voting mechanism.

  The Board of Directors believes that the long-term support provided to the Group by its founding family has been beneficial to the Group's strategic development historically and wishes for such support to continue. The Group also believes that the Loyalty Voting Structure may provide additional strategic flexibility for us to pursue attractive acquisition and strategic investment opportunities because the Loyalty Voting Structure will ease the impact of any dilution in the economic interest of these core shareholders. Furthermore, the Board of Directors believes that enhancing the stability and loyalty of the Group's broader shareholder base will strengthen the relationship between management and shareholders by limiting the distractions that may tend to arise from opportunistic short-term investors. The Loyalty Voting Structure is designed to encourage investment by shareholders whose objectives are aligned with the Group's strategic long-term development plans.

3.2 EXPECTED IMPACTS OF THE TRANSACTION ON COMMERCIAL AND FINANCIAL RELATIONSHIPS BETWEEN GROUP COMPANIES AND THE PROVISION OF CENTRALIZED SERVICES

The Merger will not result in any significant variations in the commercial or financial relationships between Group companies or the provision of centralized services.

4. FINANCIAL INFORMATION FOR FIAT, AS ABSORBED COMPANY

The following Section contains a presentation of the consolidated statements of income, comprehensive income, financial position and cash flows for the year ended December 31, 2013 and 2012.

Comments on the consolidated financial information referred to above should be read in conjunction with the related consolidated financial statements and notes.

The consolidated financial statements were prepared in accordance with the IFRS.

The consolidated financial statements for the year ended December 31, 2013 and 2012 were subject to a full audit by E&Y.

4.1 CONSOLIDATED FINANCIAL STATEMENTS FOR FIAT GROUP FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

4.1.1 Fiat Group – Consolidated income statement for the years ended December 31, 2013 and 2012

(€ million)	2013	2012 (*)
Net revenues	86,816	83,957
Cost of sales	74,570	71,701
Selling, general and administrative costs	6,689	6,763
Research and development costs	2,231	1,850
Other income/(expenses)	68	(102)
TRADING PROFIT/(LOSS)	**3,394**	**3,541**
Result from investments:	97	107
Share of the profit/(loss) of investees accounted for using the equity method	87	94
Other income/(expenses) from investments	10	13
Gains/(losses) on the disposal of investments	8	(91)
Restructuring costs	28	15
Other unusual income/(expenses)	(499)	(138)
EBIT	**2,972**	**3,404**
Financial income/(expenses)	(1,964)	(1,885)
PROFIT/(LOSS) BEFORE TAXES	**1,008**	**1,519**
Tax (income)/expenses	(943)	623
PROFIT/(LOSS) FROM CONTINUING OPERATIONS	**1,951**	**896**
Profit/(loss) from Discontinued Operations	-	-
PROFIT/(LOSS)	**1,951**	**896**
PROFIT/(LOSS) ATTRIBUTABLE TO:		
Owners of the parent	904	44
Non-controlling interests	1,047	852

(*) Following the retrospective application of the amendment to IAS 19 from 1 January 2013, the 2012 comparative amounts were restated as required by IAS 1. Compared to the previously reported figures, Profit for 2012 decreased by €515 million, of which mainly €273 million in Trading Profit/EBIT and €244 million in Financial expenses.

4.1.2 Fiat Group – Consolidated income statement of Comprehensive Income/(Losses) for the years ended December 31, 2013 and 2012

(€ million)	2013	2012 (*)
PROFIT/(LOSS) (A)	**1,951**	**896**
Items that will never be reclassified to the Income statement:		
Gains/(losses) on remeasurements of defined benefit plans	2,678	(1,843)
Share of gains/(losses) on remeasurements of defined benefit plans for equity accounted entities	(9)	1
Related tax impact	239	3
Total items that will never be reclassified to the Income statement (B1)	**2,908**	**(1,839)**
Items that may be reclassified to the Income statement:		
Gains/(losses) on cash flow hedging instruments	162	184
Gains/(losses) on available-for-sale financial assets	4	27
Exchange differences on translating foreign operations	(708)	(270)
Share of Other comprehensive income/(losses) for equity accounted entities	(100)	21
Related tax impact	(27)	(24)
Total items that may be reclassified to the Income statement (B2)	**(669)**	**(62)**
TOTAL OTHER COMPREHENSIVE INCOME/(LOSSES), NET OF TAX (B1)+(B2)=(B)	**2,239**	**(1,901)**
TOTAL COMPREHENSIVE INCOME/(LOSSES) (A)+(B)	**4,190**	**(1,005)**
TOTAL COMPREHENSIVE INCOME/(LOSSES) ATTRIBUTABLE TO:		
Owners of the parent	2,117	(1,062)
Non-controlling interests	2,073	57

(*) Following the retrospective application of the amendment to IAS 19 from 1 January 2013, the 2012 comparative amounts were restated as required by IAS 1. Compared to the previously reported, Total comprehensive income for 2012 decreased by €2,265 million, of which €515 million arose from lower Profit for 2012 and €1,750 million from a decrease in Total other comprehensive income/(losses).

4.1.3 Fiat Group – Consolidated statement of Financial Position for the years ended December 31, 2013 and 2012

(€ million)	At 31 December 2013	At 31 December 2012 (*)	At 1 January 2012 (*)
ASSETS			
Intangible assets	19,509	19,284	18,200
Goodwill and intangible assets with indefinite useful lives	12,439	12,947	13,213
Other intangible assets	7,070	6,337	4,987
Property, plant and equipment	22,843	22,061	20,785
Investments and other financial assets:	2,260	2,287	2,663
Investments accounted for using the equity method	1,561	1,507	1,582
Other investments and financial assets	699	780	1,081
Leased assets	1	1	45
Defined benefit plan assets	105	93	105
Deferred tax assets	2,893	1,738	1,689
TOTAL NON-CURRENT ASSETS	**47,611**	**45,464**	**43,487**
Inventories	10,230	9,295	9,123
Trade receivables	2,406	2,702	2,625
Receivables from financing activities	3,671	3,727	3,968
Current tax receivables	291	236	369
Other current assets	2,302	2,163	2,088
Current financial assets:	815	807	789
Current investments	35	32	33
Current securities	247	256	199
Other financial assets	533	519	557
Cash and cash equivalents	19,439	17,657	17,526
TOTAL CURRENT ASSETS	**39,154**	**36,587**	**36,488**
Assets held for sale	9	55	66
TOTAL ASSETS	**86,774**	**82,106**	**80,041**

(€ million)	At 31 December 2013	At 31 December 2012 (*)	At 1 January 2012 (*)
EQUITY AND LIABILITIES			
Equity:	12,584	8,369	9,711
Equity attributable to owners of the parent	8,326	6,187	7,358
Non-controlling interest	4,258	2,182	2,353
Provisions:	17,360	20,276	18,182
Employee benefits	8,265	11,486	9,584
Other provisions	9,095	8,790	8,598
Debt:	29,902	27,889	26,772
Asset-backed financing	596	449	710
Other debt	29,306	27,440	26,062
Other financial liabilities	137	201	429
Trade payables	17,235	16,558	16,418
Current tax payables	314	231	230
Deferred tax liabilities	278	801	761
Other current liabilities	8,943	7,781	7,538
Liabilities held for sale	21	-	-
TOTAL EQUITY AND LIABILITIES	**86,774**	**82,106**	**80,041**

(*) Following the retrospective application of the amendment to IAS 19 from 1 January 2013 the comparative figures at 1 January and 31 December 2012 were restated as required by IAS 1. More specifically, the amount of Equity at 31 December 2012 decreased by €4,804 million, of which €2,872 million in Equity attributable to owners of the parent and €1,932 million in Non-controlling interest.

4.1.4 Fiat Group – Consolidated statement of Cash Flow for the years ended December 31, 2013 and 2012

(€ million)	2013	2012
A) CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	**17,657**	**17,526**
B) CASH FLOWS FROM/(USED IN) OPERATING ACTIVITIES DURING THE YEAR:		
Profit/(loss) for the year	1,951	896(*)
Amortization and depreciation	4,574	4,134
(Gains)/losses on disposal of:		
Property, plant and equipment and intangible assets	31	14
Investments	(8)	91
Other non-cash items	522	562(*)
Dividends received	92	89
Change in provisions	444	77
Change in deferred taxes	(1,578)	(72)
Change in items due to buy-back commitments	92	(51)
Change in operating lease items	1	(10)
Change in working capital	1,468	714
TOTAL	**7,589**	**6,444**
C) CASH FLOWS FROM/(USED IN) INVESTING ACTIVITIES:		
Investments in:		
Property, plant and equipment and intangible assets	(7,440)	(7,534)
Investments in consolidated subsidiaries	(19)	-
Other investments	(212)	(24)
Proceeds from the sale of:		
Property, plant and equipment and intangible assets	43	118
Other investments	5	21
Net change in receivables from financing activities	(449)	(24)
Change in current securities	(10)	(64)
Other changes	(4)	(30)
TOTAL	**(8,086)**	**(7,537)**
D) CASH FLOWS FROM/(USED IN) FINANCING ACTIVITIES:		
New issuance of bonds	2,866	2,535
Repayment of bonds	(1,000)	(1,450)
Issuance of other medium-term borrowings	3,188	1,925
Repayment of other medium-term borrowings	(2,549)	(1,528)
Net change in other financial payables and other financial assets/liabilities	686	197
Increase in share capital	4	22
Dividends paid	(1)	(58)
Distribution for tax withholding obligations on behalf of non-controlling interests ("NCI")	(6)	-
TOTAL	**3,188**	**1,643**
Translation exchange differences	(909)	(419)
E) TOTAL CHANGE IN CASH AND CASH EQUIVALENTS	**1,782**	**131**
F) CASH AND CASH EQUIVALENTS AT END OF THE YEAR	**19,439**	**17,657**

(*) Following the retrospective application of the amendment to IAS 19 from 1 January 2013, the 2012 comparative amounts for Profit decreased by €515 million with a corresponding increase in Other non-cash items.

4.1.5 Notes to the principal lines items in the Fiat Group 2013 Consolidated financial statements

Net revenues

(€ million)	2013	2012	% Change
NAFTA	45,777	43,521	5.2
LATAM	9,973	11,062	-9.8
APAC	4,621	3,128	47.7
EMEA	17,420	17,800	-2.1
Luxury Brands	3,809	2,898	31.4
Ferrari	*2,335*	*2,225 (1)*	*4.9*
Maserati	*1,659*	*755 (1)*	*119.7*
Components	8,080	8,030	0.6
Magneti Marelli	*5,988*	*5,828*	*2.7*
Teksid	*688*	*780*	*-11.8*
Comau	*1,463*	*1,482*	*-1.3*
Other	929	979	-5.1
Eliminations and adjustments	(3,793)	(3,461)	-.
Total	**86,816**	**83,957**	**3.4**

(1) Ferrari and Maserati stand-alone have been restated to reflect the allocation to Maserati of its activities in China conducted, from a legal entity standpoint, through the local Ferrari subsidiary.

Group **revenues** totaled €86.8 billion in 2013, an increase of 3.4% over the prior year (+7% at constant exchange rates – "CER"). On a regional basis, revenues in NAFTA were up 5.2% to €45.8 billion (CER +9%) on the back of higher volumes. LATAM reported revenues of €10 billion, down 9.8% in nominal terms (CER +1%). APAC was up 47.7% to €4.6 billion (CER +54%), driven by strong volume performance. Revenues for EMEA were down 2.1% to €17.4 billion (CER -1%), mainly reflecting volume declines in Europe during the first half. For Luxury Brands, revenues increased 31.4% to €3.8 billion (CER +34%), with Ferrari up 4.9% and Maserati more than doubling its revenues to €1.7 billion on the strength of new models introduced during the year. Components revenues were in line with 2012 at €8.1 billion (CER +4%).

NAFTA

Vehicle shipments in NAFTA totaled 2,238,000 units for FY 2013, representing a 6% increase over FY 2012. In the U.S., vehicle shipments were 1,876,000 (up 7% from FY 2012), in Canada 269,000 (up 5%) and 93,000 for Mexico and other. The year benefited from strong shipments and sales of the Ram 1500 pickup truck, Jeep Grand Cherokee and Wrangler and, from Q4, the very positive market reception of the all-new Jeep Cherokee.

Vehicle sales[1] in NAFTA totaled 2,147,000 for FY 2013, an increase of 8% over FY 2012. Sales increased 9% in the U.S. to 1,800,000 units and 7% in Canada to 260,000.

[1] "Sales" represents sales to end customers as reported by the Chrysler dealer network.

The U.S. vehicle market finished FY 2013 up 7% year-over-year to 15.9 million vehicles. The Group's overall market share was up 0.2 p.p. versus the prior year to 11.4%.

The Canadian vehicle market increased 4% year-over-year to 1.78 million vehicles. The Group's total market share increased 0.4 p.p. versus FY 2012 to 14.6%.

Revenues for 2013 were €45,777 million, up €2,256 million or 5% over the prior year (+9% at constant exchange rates). Approximately €1.4 billion of the increase was due to a 6% increase in shipments driven primarily by increased demand for Chrysler Group vehicles, including the Ram 1500 trucks, the launch of the all-new 2014 Jeep Cherokee which began shipping to dealers in late October 2013, the Jeep Grand Cherokee, which launched in the first quarter of 2013, as well as increases in the Jeep Wrangler. These increases were partially offset by a reduction in Jeep Liberty shipments due to its discontinued production at the end of the second quarter of 2012 in preparation of the all-new 2014 Jeep Cherokee. During the third quarter of 2012, Chrysler Group continued to ship the residual Jeep Liberty inventory to dealers.

Approximately €800 million of the increase in revenues was attributable to favorable vehicle line mix as there was a higher percentage growth in truck shipments as compared to minivan and passenger car shipments. In addition, revenues increased by approximately €800 million as a result of favorable net pricing from vehicle content enhancements in the Group's 2014 model year vehicles as compared to prior model years. Further, approximately €300 million of the increase in revenues was due to a favorable shift in market mix to greater retail shipments as a percentage of total shipments, which is consistent with the Group's continuing strategy to grow U.S. retail market share while maintaining stable fleet shipments. Typically, the average revenue per vehicle for retail shipments is higher than the average revenue per vehicle for fleet shipments, as retail customers tend to purchase vehicles with more optional features. Additionally, revenues were negatively impacted by €1.5 billion in currency translation impacts.

LATAM

In 2013, Group shipments in the LATAM region decreased 3% year-over-year to a total of 950,000 vehicles. Industry sales in LATAM were up 1.3% to 5,924,000 units.

In Brazil, the passenger car and LCV market was down 1.5% over the prior year to 3,581,000 units.

For 2013, the Group confirmed its leadership in the Brazilian market, with an overall share of 21.5%, 1.8 p.p. lower than 2012, when exceptional performance was driven by the Group's flexibility in responding to the sharp increase in demand following the government's introduction of incentives, but still 2.7 p.p. ahead of the nearest competitor.

The Group shipped 785,000 passenger cars and LCVs in Brazil, representing a 7% decrease compared with 2012, which benefited from a period of higher sales tax incentives.

In Argentina, where the market was up 14% for the year to 919,000 units, Group sales increased 31% to approximately 111,000 units, with share up 1.4 p.p. to 12.0% facilitated by improved customs clearance for vehicle imports.

For other LATAM markets, shipments totaled approximately 54,000 units, up 7% over 2012.

In 2013 **revenues** were down €1,089 to €9,973 million mainly impacted by negative currency translation effect of €1,170 million, net of which revenues increased by 1% with net pricing benefit being partially offset by 3% decrease in shipments year-over-year to 950,000 vehicles.

APAC

Vehicle shipments in APAC (excluding JVs) totaled 163,000 units for 2013, representing an increase of 58% over the prior year.

Regional demand[2] rose year-over-year led by growth in China and Australia, while India and South Korea were down versus the prior year.

Group retail sales, including JVs, totaled 199,500 units, up 73% over the prior year driven by strong performance in China and Australia, compared with a 9% growth for the industry. By brand, Jeep sales were up 26% versus the prior year. Fiat brand posted growth of 40,700 units for the year, reflecting sales performance for the Chinese-produced Fiat Viaggio launched in late 2012. Dodge brand sales were up 5 times over the prior year, driven by the re-launch of the Dodge Journey in China in early 2013.

Revenues for 2013 increased by €1,493 million to €4,621 million compared to €3,128 million posted in 2012, of which €1.8 billion was attributable to the increase in APAC shipments from 103,000 to 163,000 vehicles, primarily driven by the strong demand for the Jeep brand across the region, the successful return of the Dodge Journey in China, increased focus on development of the Fiat and Alfa Romeo brands in Australia, and the consolidated India sales after the Group took complete control of sales and distribution operations.

The positive impact of increased volumes was partially offset by a negative currency translation effect of €200 million, a less favorable mix of €71 million and lower pricing of €79 million due to an increasingly competitive environment, particularly in China.

EMEA

Passenger car and LCV shipments in the EMEA region totaled 979,000 units for the year, a decrease of approximately 33,000 units (-3%) over 2012. Passenger car shipments were down 4% to 776,000 units, with significant declines in Italy and Germany, and LCV shipments were in line with the prior year at 203,000 units.

In Europe (EU27+EFTA), the passenger car market was down 2% for the year to 12.3 million vehicles. By major market, demand was down in Italy (-7%), France (-6%) and Germany (-4%). The positive trend continued in both the U.K. and Spain, where demand was up 11% and 3%, respectively. For the rest of Europe, there was an overall contraction of around 4%.

Group brands accounted for a combined 6.0% share of the European market, representing a 0.3 p.p. decrease over 2012.

The European light commercial vehicle market (EU27+EFTA) registered a 1% year-over-year decrease, with significant contractions in Italy (-15%), France (-5%) and Germany (-2%).

Fiat Professional's European share[3] was down marginally to 11.6% as a result of a less favorable market mix.

In 2013, **revenues** were €17,420 million, decreasing by €380 million or 2% over the prior year. Net of negative currency translation impacts (€135 million) the decrease was €245 million. Revenues were negatively impacted by a 3% decrease in shipments (€360 million), unfavorable net pricing (€170 million) and lower volumes for the parts and services business, with lower demand resulting from a decrease in cars on the road (€140 million). These reductions were partially offset by a €125 million benefit due to favorable product mix, primarily driven by the results for the 500 family (particularly the 500L), and for LCVs (particularly the Ducato), higher sales of used vehicles (€90 million) and the consolidation of VM Motori (€210 million).

[2] Aggregate for key markets where the Group is present (i.e. China, India, Australia, Japan and South Korea).
[3] Due to unavailability of market data for Italy since January 2011, the figures reported are an extrapolation and discrepancies with actual data could exist.

LUXURY BRANDS

Ferrari

Consistent with the 2013 announcement that production would be maintained below the prior year's level to preserve brand exclusivity, Ferrari managed shipments to the network down to 6,922 street cars (-5% vs. 2012), including the first 20 units of the special edition LaFerrari.

Revenues for 2013 were up 5% over the prior year to €2,335 million.

Maserati

For 2013, shipments were up 148% to 15,400 vehicles, driven by the success of the new Quattroporte and Ghibli models launched during the year. For the Quattroporte, which was released in March, shipments totaled 7,800 units. For the Ghibli, a total of 2,900 units were shipped between launch in October and year end. Order intake for the two new models totaled 13,000 units apiece. Combined shipments for the GranTurismo and GranCabrio were in line with 2012 at 4,700 units for the year.

Revenues were up 120% year-over-year to €1,659 million.

COMPONENTS

Magneti Marelli

Magneti Marelli reported **revenues** of €5,988 million, an increase of 2.7% over the prior year (6% at constant exchange rates), driven by performance in NAFTA and China, in addition to a modest gain in Europe. In Brazil, revenues were substantially in line with 2012 on a constant currency basis.

The Lighting business line posted a 12% increase in revenues on the back of performance in China and in NAFTA, which benefited from the full-year contribution of several new products that were launched during the second half of 2012. For the Electronic Systems business line, revenues were 7% higher primarily due to growth in sales of telematics and body products. For the Powertrain business line, revenues were in line with the prior year on a constant currency basis. The After Market business line posted a 5% increase in revenues (CER +13%) with growth in Europe and Mercosur only partially offset by a decrease in NAFTA.

Teksid

Revenues totaled €688 million, down 11.8% over the prior year.

The Cast Iron business unit posted a 7% decrease in volumes in Europe and the Americas, with demand lower in all market segments, particularly light vehicles. For the Aluminum business unit, volumes were up 13% year-over-year.

Comau

Comau posted 2013 **revenues** of €1,463 million, substantially in line with the prior year.

Order intake for the Systems activities totaled €1,454 million, an 18% increase over 2012. At 31 December 2013, the order backlog totaled €1,022 million, a 17% increase over year-end 2012 attributable primarily to the Body Welding business.

Trading Profit/(Loss) and EBIT

	Trading Profit/(Loss)			EBIT		
(€ million)	**2013**	**2012 (*)**	**Change**	**2013**	**2012 (*)**	**Change**
NAFTA (mass-market brands)	2,220	2,443	-223	2,290	2,491	-201
LATAM (mass-market brands)	619	1,056	-437	492	1,025	-533
APAC (mass-market brands)	358	260	98	318	255	63
EMEA (mass-market brands)	(470)	(703)	233	(520)	(737)	217
Luxury Brands (Ferrari, Maserati)	535	392	143	470	392	78
Ferrari	*364*	*335 (1)*	*29*	*364*	*335 (1)*	*29*
Maserati	*171*	*57 (1)*	*114*	*106*	*57 (1)*	*49*
Components (Magneti Marelli, Teksid, Comau)	201	174	27	146	165	-19
Magneti Marelli	*166*	*141*	*25*	*169*	*131*	*38*
Teksid	*(13)*	*-*	*-13*	*(70)*	*4*	*-74*
Comau	*48*	*33*	*15*	*47*	*30*	*17*
Other	(67)	(85)	18	(167)	(149)	-18
Eliminations and adjustments	(2)	4	-6	(57)	(38)	-19
Total	**3,394**	**3,541**	**-147**	**2,972**	**3,404**	**-432**

(*) Restated for adoption of IAS 19 as amended: Trading profit and EBIT reduced by €250 million for NAFTA, €7 million for LATAM €2 million for Components (+€1 million for Magneti Marelli, -€3 million for Comau) and €15 million for Eliminations and Adjustments. For EMEA, loss reduced by €1 million.

(1) Ferrari and Maserati stand-alone have been restated to reflect the allocation to Maserati of its activities in China conducted, from a legal entity standpoint, through the local Ferrari subsidiary.

Trading profit was €3,394 million, down 4% over the prior year in nominal terms, but up 1% at constant exchange rates. For 2013, R&D amortization was €0.3 billion higher. NAFTA reported a trading profit of €2,220 million (€2,443 million for 2012, IAS 19 restated), a 9% decrease in nominal terms (CER -6%), with positive volume and pricing more than offset by higher industrial costs, including content enhancements for new models, and increased R&D amortization. LATAM posted a trading profit of €619 million (€1,056 million in 2012, IAS 19 restated), a 41% decrease in nominal terms (CER -33%) primarily attributable to input cost inflation, an unfavorable production mix and a lower result in Venezuela. APAC increased 38% to €358 million, driven by strong volume growth. In EMEA, losses were reduced by one-third to €470 million, mainly on the back of improved product mix and cost efficiencies. For Luxury Brands, trading profit increased 36% to €535 million, with Ferrari up 9% to €364 million, and Maserati tripling from the prior year's level to €171 million. For Components, trading profit was 16% higher at €201 million (CER +21%).

EBIT was €2,972 million (€3,404 million for 2012, IAS 19 restated). Net of unusuals, there was a year-over-year decrease of 4% to €3,491 million (€3,648 million for 2012, IAS 19 restated). For full-year 2013, net unusual expense of €519 million included €390 million in asset write-downs mainly associated with the rationalization of architectures associated with the new product strategy, particularly for the Alfa Romeo, Maserati and Fiat brands, as well as charges related to asset impairments for the cast-iron business in Teksid. In addition there was a €56 million write-off of the book value of the Equity Recapture Agreement Right considering the agreement closed in January 2014 to purchase the remaining minority equity stake in Chrysler from the VEBA Trust . Other unusual charges in the year were the €115 million charge related to the June 2013 voluntary safety recall and customer satisfaction action in NAFTA and the net €43 million charge related to the February 2013 devaluation of the Venezuelan bolivar (VEF) relative to the U.S. dollar, offset by the €166 million gain following amendments to Chrysler's U.S. and Canadian salaried defined benefit pension plans. For 2012, there was net unusual expense of €244 million.

NAFTA

Trading profit for 2013 was €2,220 million (€2,443 million for 2012, IAS 19 restated), with positive volume/mix (+€588 million) and pricing (+€868 million) effects that were more than offset by higher industrial costs (€1,456 million), including costs associated with new models and content enhancements as well as higher R&D amortization, increased SG&A costs (€90 million) to support volume growth and commercial launches of the new products, in addition to negative currency translation impacts (~€80 million).

EBIT was €2,290 million (€2,491 million for 2012, IAS 19 restated), mainly reflecting lower trading profit and €23 million higher net unusual income. For 2013, net unusual income of €71 million included a gain of €166 million, with a corresponding net reduction to pension obligations following amendments to Chrysler's U.S. and Canadian salaried defined benefit pension plans, partly offset by charges related to the June 2013 voluntary safety recall for the 1993-1998 Jeep Grand Cherokee and the 2002-2007 Jeep Liberty, as well as the customer satisfaction action for the 1999-2004 Jeep Grand Cherokee.

LATAM

Trading profit was €619 million, or €437 million lower than the €1,056 million reported for 2012. The decrease was mainly attributable to higher industrial costs (€257 million), almost entirely related to input cost inflation in Brazil (with the weakening of the Real affecting prices of imported materials), in addition to start-up costs for the Pernambuco plant, negative volumes/mix (€111 million) and higher SG&A costs (€37 million). There was a negative €85 million in currency translation impacts. These impacts were partially offset by €64 million in positive pricing.

EBIT totaled €492 million (€1,025 million in 2012), reflecting lower trading profit and net unusual charges of €127 million, mainly related to the negative impact of the February 2013 devaluation of the Venezuelan bolivar (VEF) relative to the U.S. dollar (net €43 million) and to the streamlining of architectures and models associated with the region's refocused product strategy (€75 million).

APAC

Trading profit was €358 million in 2013, up €98 million over the prior year with strong volume growth and an improved sales mix contributing €423 million, partially offset by higher industrial costs (€106 million) and SG&A expenses (€72 million) to support Group growth in the region, as well as less favorable pricing (€79 million) and unfavorable currency translation effects (€13 million).

EBIT totaled €318 million, up 25% from the €255 million in 2012, with higher trading profit partially offset by losses for the Chinese joint ventures attributable to industrial costs associated with new product launches.

EMEA

The **trading loss** of €470 million for the year was €233 million or 33% lower as compared to the €703 million loss recorded in 2012. The positive impacts of better product mix (€135 million), driven primarily by results for the 500 family, lower industrial costs (€139 million), driven by higher industrial efficiencies and purchasing savings, as well as a €199 million reduction in SG&A, more than offset negative net pricing (€172 million), lower volumes (€58 million) and higher R&D amortization.

EBIT was a negative €520 million. The change over the prior year (-€737 million for 2012) mainly reflected the improved trading profit and a lower contribution from equity investments (€145 million in 2013 and €160 million in 2012) with unusual charges flat at €195 million. For 2013, unusual charges included the write-off of capitalized R&D related to development on new models for Alfa Romeo, which have now been switched to a new platform considered technically more appropriate for the brand.

LUXURY BRANDS

Ferrari

Trading profit and **EBIT** totaled €364 million, an increase of €29 million over €335 million for 2012. Trading margin improved to 15.6% from 15.1%, reflecting a better sales mix and the contribution from licensing and the personalization program.

Maserati

Trading profit totaled €171 million, representing a €114 million increase over the prior year (€57 million in 2012), and the full-year trading margin was 10.3%.

EBIT totaled €106 million and included a €65 million write-down of capitalized R&D related to development of a new model, which has now been switched to a more technically advanced platform considered more appropriate for the Maserati brand. The year-over-year improvement reflected the significant increase in volumes.

COMPONENTS

Magneti Marelli

Trading profit totaled €166 million, compared with €141 million for 2012, with top-line growth only partially offset by higher costs associated with new product launches in NAFTA.

EBIT was €169 million, an increase of €38 million over the prior year reflecting higher trading profit and the non-repeat of unusual charges recognized in 2012.

Teksid

Teksid closed the year with a **trading loss** of €13 million, compared to break-even for 2012. The decrease was primarily attributable to volume declines.

EBIT was a negative €70 million (positive €4 million in 2012), including €60 million in unusual charges mainly related to asset impairments for the Cast Iron business unit.

Comau

Trading profit for the year totaled €48 million, up €15 million over 2012, with the increase primarily driven by the Body Welding operations. **EBIT** was €47 million, compared with €30 million for 2012.

Net financial expense

Net financial expense totaled €1,964 million, an increase of €79 million over 2012. Excluding the gains on the Fiat stock option-related equity swaps (€31 million for 2013, at their expiration, compared to €34 million for 2012), net financial expense was €76 million higher, largely due to a higher average net debt level.

Profit before taxes

Profit before taxes was €1,008 million (€1,519 million for 2012, IAS 19 restated), €511 million lower than the prior year due to the €432 million decrease in EBIT and higher net financial expense.

Income taxes

Income taxes were a positive €943 million, including a positive one-off of €1,500 million from the recognition of net deferred tax assets related to Chrysler. Net of this item, there was income tax expense of €557 million (€623 million for 2012), of which €244 million for Fiat excluding Chrysler primarily related to the taxable income of companies operating outside Italy and employment-related taxes in Italy.

Net Profit

Net profit was €1,951 million (€896 million for 2012, IAS 19 restated). Excluding unusual items and the positive deferred tax impact, there was a net profit of €943 million for the year (€1,140 million for 2012, IAS 19 restated). On the same basis, Fiat excluding Chrysler reported a net loss of €911 million (loss of €787 million in 2012).

Profit attributable to owners of the parent totaled €904 million (€44 million for 2012).

Statement of financial position for Fiat at December 31, 2013

Total assets were €86.8 billion at 31 December 2013, increasing €4.7 billion over year-end 2012 (€82.1 billion).

Non-current assets[4] totaled €47.6 billion, €2.1 billion higher than year-end 2012 (€4.3 billion net of currency translation impacts). The increase related primarily to the change in deferred tax assets (€1.3 billion net of currency effects), including a €1.7 billion positive impact from the recognition of deferred tax assets

[4] *Non-Currents assets* include: Intangible assets, Property, plant and equipment, Investments and other financial assets, Leased assets, Defined benefit plan assets and Deferred tax assets.

related to Chrysler, a €2.6 billion increase in fixed assets (net of depreciation and amortization) and consolidation of the assets of VM Motori from 1 July 2013[5].

Current assets[6] totaled €39.2 billion, an increase of €2.6 billion for the year. At constant exchange rates, current assets were €4.6 billion higher, primarily due to increases in net inventory (€1.4 billion) and cash and cash equivalents (€2.7 billion, excluding currency translation effects).

Working capital (net of items relating to vehicles sold under buy-back commitments) was a negative €10,935 million, representing a €1,004 million decrease over the negative €9,931 million at 31 December 2012.

(€ million)		At December 31, 2013	At December 31, 2012	Change
Inventory	(a)	8,975	8,340	635
Trade receivables		2,406	2,702	(296)
Trade payables		(17,235)	(16,558)	(677)
Other current receivables/(payables) & current taxes receivable/(payable)	(b)	(5,081)	(4,415)	(666)
Working capital		**(10,935)**	**(9,931)**	**(1,004)**

(a) Inventory is reported net of the value of vehicles sold under buy-back commitments, which includes vehicles still in use by customers and vehicles that have been repurchased and are held for sale.

(a) Other current payables, included under other current receivables/(payables) & current taxes receivable/(payable), are stated net of amounts due to customers in relation to vehicles sold under buy-back commitments, which consist of the repurchase amount payable at the end of the lease period, together with the value of any lease installments received in advance. The value at the beginning of the contract period, equivalent to the difference between the sale price and the repurchase amount, is recognized on a straight-line basis over the contract period.

Excluding currency translation effects and changes in the scope of consolidation:

- inventories (net of vehicles sold under buy-back commitments) increased by approximately €1 billion, mainly in relation to higher activity levels for NAFTA, APAC and Luxury Brands
- trade receivables decreased by approximately €0.2 billion, which includes payment of amounts receivable from the Indian JV and volume contractions in EMEA and LATAM
- trade payables increased €1.4 billion, mainly due to an increase in production levels in NAFTA and for the Luxury Brands
- other current receivables/(payables) was approximately €0.8 billion lower, mainly due to increases in accrued expenses and deferred income, as well as indirect taxes payable.

At 31 December 2013, trade receivables, other receivables and receivables from financing activities maturing after that date and sold without recourse – and, therefore, eliminated from the statement of financial position pursuant to the derecognition requirements of IAS 39 – *Financial Instruments: Recognition and Measurement* – totaled €3,576 million (€3,631 million at 31 December 2012). That amount includes €2,177 million in receivables (€2,179 million at 31 December 2012), primarily financing to the dealer network, that were sold to jointly-controlled financial services companies (FGA Capital Group).

[5] Fiat acquired an initial 50% interest in VM Motori in 2011. On 1 July 2013, following exercise of the put option held by the JV partner, Fiat acquired control, pursuant to IAS 27 – Consolidated and Separate Financial Statements, and the investee was consolidated on a line-by-line basis from that date.

[6] *Current assets* include: Inventories, Trade receivables, Receivables from financing activities, Current tax receivables, Other current assets, Current financial assets and Cash and cash equivalent.

At 31 December 2013, consolidated **net debt** totaled €9,793 million, an increase of €193 million over year-end 2012. For Fiat excluding Chrysler, net debt was €10,008 million, €1,905 million higher than 2012 year-end. Capital expenditure for the year (€3.9 billion), an increase in the financial services portfolio (€0.5 billion), equity investments and a change in the scope of operations (€0.4 billion) were only partially compensated for by income-related cash inflows (€2.4 billion) and positive currency translation differences (€0.4 billion).

Chrysler reported a net cash position of €215 million, compared with net debt of €1.5 billion at year-end 2012, with €5.2 billion in operating cash flow more than offsetting €3.6 billion in capital expenditure.

		At December 31, 2013			At December 31, 2012		
(€ million)		Fiat	Chrysler	Fiat excluding Chrysler	Fiat	Chrysler	Fiat excluding Chrysler
Debt:		(29,902)	(9,544)	(20,451)	(27,889)	(10,312)	(17,586)
Asset-backed financing		(596)	-	(596)	(449)	-	(449)
Bonds, bank loans and other debt		(29,306)	(9,544)	(19,855)	(27,440)	(10,312)	(17,137)
Current financial receivables from jointly-controlled financial services companies	(a)	27	-	27	58	-	58
Intersegment financial receivables	(b)	-	7	86	-	9	-
Debt, net of current financial receivables from jointly-controlled financial services companies and intersegment financial receivables		**(29,875)**	**(9,537)**	**(20,338)**	**(27,831)**	**(10,303)**	**(17,528)**
Other financial assets	(c)	533	97	436	519	45	474
Other financial liabilities	(c)	(137)	(21)	(116)	(201)	(42)	(159)
Current securities		247	-	247	256	-	256
Cash and cash equivalents		19,439	9,676	9,763	17,657	8,803	8,854
Net (debt)/cash		**(9,793)**	**215**	**(10,008)**	**(9,600)**	**(1,497)**	**(8,103)**
Industrial Activities		*(6,649)*	*215*	*(6,864)*	*(6,545)*	*(1,497)*	*(5,048)*
Financial Services		*(3,144)*	*-*	*(3,144)*	*(3,055)*	*-*	*(3,055)*
Cash, cash equivalents and current securities		19,686	9,676	10,010	17,913	8,803	9,110
Undrawn committed credit lines		3,043	943	2,100	2,935	985	1,950
Total available liquidity		**22,729**	**10,619**	**12,110**	**20,848**	**9,788**	**11,060**

(a) Includes current financial receivables from FGA Capital Group, an associate recognized using the equity method.

(b) Relates to intragroup manufacturing agreements classified as finance leases in accordance with IFRIC 4 – *Determining Whether an Arrangement Contains a Lease*, in addition to receivables relating to factoring transactions between Chrysler Group companies and Fiat Group Financial Services companies in EMEA.

(c) Includes fair value of derivative financial instruments.

Debt (bonds, bank loans and other debt) increased by approximately €1.9 billion to €29.3 billion. The Group issued bonds totaling €2.9 billion during the year and repaid €1 billion at maturity. Excluding bonds, currency translation impacts (-€1.3 billion), and assets acquired and consolidated during the period (approximately €0.2 billion), debt was €1.1 billion higher.

At 31 December 2013, cash, cash equivalents and current securities totaled €19.7 billion, an increase of approximately €1.8 billion over year-end 2012, despite €900 million in negative currency translation impacts (relating primarily to depreciation of the U.S. dollar and Brazilian real against the euro).

Total available liquidity, inclusive of €3.0 billion in undrawn committed credit lines, was €22.7 billion, a €1.9 billion increase over 31 December 2012, reflecting the positive contribution from financing activities throughout the year, including the increase of the syndicated revolving credit facility of Fiat, net of €1.0 billion in negative currency translation effects. For Fiat excluding Chrysler, total available liquidity was €12.1 billion (€11.1 billion at 2012 year-end) and for Chrysler the total was €10.6 billion, negatively impacted by currency translation of €0.6 billion for the full year.

Consolidated statement of Cash Flows

In 2013**, operating activities** generated cash of €7,589 million, of which €6,121 million from income-related cash inflows (i.e., net profit plus amortization and depreciation, dividends, changes in provisions and items related to sales with buy-back commitments, net of gains/losses on disposals and other non-cash items) and €1,468 million from the decrease in working capital.

Investing activities absorbed €8,086 million in cash, consisting primarily of a €7,440 million increase in tangible and intangible fixed assets (including €2,042 million in capitalized development costs) and a €449 million increase in receivables from financing activities, mainly consisting of dealer financing in Latin America and China, as well as a €231 million increase in equity investments. The change in equity investments includes the additional investment in RCS (€94 million), capitalization of the 50% JV interests in Fiat India Automobiles (€46 million) and GAC Fiat Automobiles (€37 million), and the acquisition of the remaining 50% in VM Motori (€34 million).

Financing activities generated €3.2 billion in cash. During the year, Fiat S.p.A. issued bonds totaling €2.9 billion and repaid a €1 billion bond at maturity in February. In addition, there were new medium-term borrowings of approximately €2.6 billion[7], which more than covered medium-term borrowings maturing during the period (€2.0 billion).

4.2 AUDIT REPORTS

The annual consolidated financial statements of Fiat as of December 31, 2013 and 2012 and for the years ended December 31, 2013 and 2012 have been audited by E&Y, an independent registered public accounting firm, who has issued its report without any comments issued on March 4, 2014 and February 25, 2013, respectively.

[7] Excluding approximately €0.6 billion in new notes issued as repayment for existing notes in relation to the renegotiation of the Tranche B Term Loan by Chrysler in June.

5. CONSOLIDATED PRO FORMA FINANCIAL INFORMATION FOR FIAT GROUP

The Merger will not determine any impact on Fiat Group Consolidated accounts and following effectiveness of the Merger, the business of FCA will be the same business as that of Fiat prior to the Merger. Since incorporation, the activities of FCA have consisted only of preparing for the Merger and it is not expected that the company will carry out any activity of any other nature until the Merger Effective Date. As of the date of this Information Document, FCA has not recorded any significant assets or liabilities.

Following the Merger, FCA will prepare its consolidated financial statements in accordance with IFRS. Under IFRS, the Merger consists of a reorganization of existing legal entities that does not give rise to any change of control and, therefore, is outside the scope of application of IFRS 3—Business Combinations. Accordingly, it will be accounted for as an equity transaction with no change in the accounting basis.

Consequently, no pro-forma consolidated financial information is required in connection with the Merger.

Significant Corporate transactions entered into as of the date of this Information Document

In January 2014, Fiat purchased all of the VEBA Trust's equity interests in Chrysler, which represented the approximately 41.5% of Chrysler interest not then held by Fiat. The transaction was completed on January 21, 2014, resulting in Chrysler becoming a 100% owned subsidiary of Fiat. Profit for the year ended December 31, 2013 and equity at December 31, 2013 attributable to non-controlling interests pertaining to Chrysler were €992 million and €3,944 million respectively.

6. PROSPECTS OF FCA AND THE GROUP

6.1 OVERVIEW OF PERFORMANCE FOR FIAT GROUP SINCE DECEMBER 31, 2013

FCA was incorporated on April 1, 2014. Since incorporation, its activities have consisted only of the preparation for the Merger and it is not expected that FCA will carry out activity of any other nature until the Merger Effective Date. With reference to the performance of the Fiat Group subsequently to December 31, 2013, no significant events other than those communicated to the public on the occasion of the quarterly report as of March 31, 2014, published on May 6, 2014 (as amended on July 3, 2014), should be reported.

6.2 OUTLOOK FOR THE CURRENT YEAR

The Merger will have no impact on the overall 2014 outlook for the Fiat Group, as communicated to the market on May 6, 2014.

6.3 FORECASTS AND ESTIMATES

No estimates and/or projections have been provided in this Information Document.

6.4 REPORT OF THE AUDIT FIRM ON THE FORECASTS AND ESTIMATES

As no forecasts or estimates have been provided, no report on forward-looking statements was required from the independent auditors.

APPENDIX

COMPARISON OF RIGHTS OF SHAREHOLDERS OF FIAT AND FCA

COMPARISON OF RIGHTS OF SHAREHOLDERS OF FIAT AND FCA

The chart below contains the summary comparison of (a) the current rights of Fiat shareholders under Italian law and Fiat by-laws; and (b) the rights Fiat shareholders will have as FCA shareholders upon the effectiveness of the Merger under Dutch law and the New Articles of Association.

Provisions Applicable to Holders of Fiat Ordinary Shares	**Provisions Applicable to Holders of FCA Common Shares**
Capitalization – General	
As of June 27, 2014, Fiat's share capital was equal to €4,478,421,667.34 divided into 1,250,955,773 ordinary shares having a nominal value of €3.580 each.	Following the Merger, the FCA authorized share capital will be equal to €40,000,000 divided into 2,000,000,000 common shares and 2,000,000,000 special voting shares, each having a nominal value of €0.01.
Shares issued by Fiat are listed and traded on the MTA organized and managed by Borsa Italiana S.p.A. and are a component of the FTSE MIB index.	FCA common shares issued by FCA will be listed on the NYSE and are expected to be listed on the MTA.
Corporate Governance – General	
The corporate bodies of Fiat are the general meeting (*Assemblea*) of shareholders, the Board of Directors (*Consiglio di Amministrazione*) and the board of statutory auditors (*Collegio Sindacale*).	The corporate bodies of FCA are the general meeting of shareholders of FCA and the FCA Board of Directors. FCA will not have a board of statutory auditors.
Shareholders' Meetings – Voting Rights and Quorum	
According to Italian law and the Fiat By-laws, the annual general meeting of shareholders must be held at least once a year within 180 days after the end of Fiat's fiscal year. Pursuant to the Italian law and Fiat By-laws, all shareholders having obtained a statement from the intermediary with whom Fiat shares are deposited may attend the general meeting. To attend the general meeting, the owners of Fiat's shares held through the book-entry system managed by Monte Titoli S.p.A. are required to instruct the relevant banks or financial institutions associated with Monte Titoli S.p.A., or any other relevant authorized intermediary with which their accounts are held, to provide Fiat with certificates evidencing the shares owned as of close of business on the seventh trading day prior to the date scheduled for	According to Dutch law and the New Articles of Association, the annual general meeting of shareholders must be held at least once a year within six months after the end of FCA's fiscal year. When convening a general meeting of shareholders, the Board of Directors may determine that persons with the right to vote or attend meetings shall be considered those persons who have these rights at the 28th day prior to the day of the meeting (the "record date") and are registered as such in the register of shareholders if they are shareholders and in a register to be designated by the FCA Board of Directors for such purpose if they are not shareholders, irrespective of whether they will have these rights at the date of the meeting. In addition to the record date, the notice of the meeting shall further state the manner in which

the meeting in first call (provided that the date of any subsequent call is indicated in the notice of call, otherwise the date of each call shall be taken into account for determining the relevant record date) or in single call, without taking into consideration changes in the ownership of said shares, occurred between such registration and the date of the general meeting. Such communication from the relevant intermediary to Fiat must be provided by close of business on the third trading day preceding the date of the general meeting. However, shareholders may attend the meeting even if such communication is received by Fiat subsequently, provided that it is received before the relevant meeting begins. Such registration allows them to gain admission to the general meeting. Any shareholder entitled to attend the general meeting may be represented according to the relevant provisions of Italian law. Representation requires a written proxy. The proxy can be given only for one meeting (having effect, however, for each subsequent call of the same meeting). The general meeting is chaired by the chairman of the Board of Directors or, in his absence, by the vice chairman (if any) or by another person designated by the general meeting. Pursuant to Fiat By-laws, the shareholders' meeting can be convened on single call, with the application of the majorities provided for the general meeting held on second call. In order to be validly held, the general meeting requires the attendance of shareholders representing at least 50 percent of the voting capital on the first call, while no quorum is required on second call or on single call. On both first and second call, as well as on single call, resolutions are passed by a simple majority of the votes cast, save for the resolutions concerning the appointment of the members of the Board of Directors and of the board of statutory auditors, in which case a slate system applies. See "—Board of Directors–Election–Removal–Vacancies." Every share shall confer the right to cast one vote.	shareholders and other parties with meeting rights may have themselves registered and the manner in which those rights may be exercised. Accordingly, following the Merger, a longer period of time will elapse from the record date to the date of the meeting (28 days) than is currently the case for Fiat shareholders. According to the New Articles of Association, shareholders and those permitted by law to attend the meetings may elect to be represented at any meeting by a proxy duly authorized in writing, provided they notify FCA in writing of their wish to be represented at such time and place as shall be stated in the notice of the meetings. The FCA Board of Directors may determine further rules concerning the deposit of the powers of attorney; these shall be mentioned in the notice of the meeting. Pursuant to the New Articles of Association, the general meeting of shareholders shall be presided over by the Chairman or, in his absence, by the person chosen by the FCA Board of Directors to act as chairman for such meeting. In connection with the Merger, FCA will issue special voting shares with a nominal value of €0.01 per share, to Fiat shareholders who are eligible and elect to receive such special voting shares upon closing of the Merger in addition to FCA common shares. The special voting shares cannot be traded and they have only minimal economic entitlements. However, they carry one vote per share as do FCA common shares. See Section 2.1.1.3 of the Information Document "Description of FCA following the Merger - Share capital of FCA". All resolutions shall be passed with an absolute majority of the votes validly cast, unless otherwise specified in the New Articles of Association or provided by Dutch law. See below "—Extraordinary Shareholders' Meetings/Supermajority Matters" and "—Amendment to By-laws / Articles of Association / Increases in Share Capital/Capital Reduction".
Extraordinary Shareholders' Meetings / Supermajority Matters	
Extraordinary shareholders' meetings are required to vote on all amendments of Fiat's By-laws, including capital increases, transfer of Fiat's registered office abroad, changes in the corporate purposes and all	According to the New Articles of Association, a resolution adopted with a majority of at least two-thirds of the votes cast is, inter alia, required to approve reduction of the issued share capital and to

other matters referred to it by Italian law such as the liquidation or winding-up of the company as well as mergers and demergers. In order to be validly approved, resolutions pertaining to the above matters require the attendance of shareholders representing at least 50 percent of the ordinary share capital on first call, more than one-third on second call and at least one-fifth on any subsequent calls or in the event of a unique call, and the affirmative vote of holders of at least two-thirds of the Fiat share capital participating in the vote on the resolution.	limit or exclude pre-emptive rights or to grant to the Board of Directors the power to do so, if in the general meeting less than one-half of the issued share capital is represented. Under Dutch law, if less than one-half of the issued share capital is represented, a resolution to enter into a legal merger or legal demerger will need to be adopted with a majority of two-thirds of the votes cast. Accordingly, following the Merger, different supermajorities will be required to adopt certain extraordinary resolutions compared to those required under Italian law with respect to Fiat.
Notice of Shareholders' Meetings	
Under Italian law and Fiat's By-laws, a written notice calling a shareholders' meeting indicating the time, place and agenda of the meeting must be published in a national newspaper and on Fiat's website not less than 30 days before the date scheduled for the meeting. For general meetings called to appoint, by means of the "voting lists" mechanism, the members of the Board of Directors and Board of Statutory Auditors, the notice of call shall be published at least 40 days prior to the date of the general meeting. For extraordinary shareholders' meetings called to resolve upon the decrease of the share capital under Articles 2446, 2447 and 2448 of the Italian Civil Code, the notice of call shall be published at least 21 days prior to the date of the extraordinary shareholders' meeting in accordance with the modalities mentioned above.	A general meeting of shareholders may be called by the FCA Board of Directors, the chairman, or the chief executive officer of the FCA Board of Directors, in such manner as is required to comply with the law and the applicable stock exchange regulations, not later than on the 42nd day prior to the meeting. All convocations of meetings of shareholders and all announcements, notifications and communications to shareholders and other persons entitled to attend a general meeting of shareholders shall be made by means of an announcement on FCA's corporate website and such announcement shall remain accessible until the relevant general meeting of shareholders. Any communication to be addressed to the general meeting of shareholders by virtue of law or the New Articles of Association may be either included in the notice, referred to in the preceding sentence or, to the extent provided for in such notice, posted on FCA's corporate website and/or in a document made available for inspection at the office of the company and such other place(s) as the FCA Board of Directors shall determine. Further, convocations of meetings of shareholders may be sent to shareholders and other persons entitled to attend general meetings of shareholders, through the use of an electronic means of communication to the address provided by such persons to FCA for this purpose. The notice shall state the place, date and hour of the meeting and the agenda of the meeting or shall state that the shareholders and all other persons who shall have the statutory right to attend the meeting may inspect the same at the office of FCA and at such other place(s) as the FCA Board of Directors shall determine.

	Accordingly, following the Merger, a longer minimum period will be required to elapse between the date of convocation and the shareholders meeting than is currently applicable to Fiat shareholders.
Shareholders' Right to Call a Shareholders' Meeting	
The directors must convene without delay a shareholders' meeting if requested to do so by shareholders representing at least five percent of the share capital of Fiat, indicating the agenda of the meeting (provided that the shareholders may only request the call of those meetings in relation to which a directors' proposal is not necessary under Italian law or a plan or report is not to be mandatorily drafted by the directors). Should the shareholders' meeting not be called by the directors or the board of statutory auditors in case of failure by the directors, the shareholders' meeting may be convened by the competent Court where the failure to call said shareholders' meeting is not properly justified. Shareholders representing at least 2.5 percent of the share capital of Fiat may request to add items on the agenda within ten days of the publication of the notice of call of the shareholders' meeting (or five days in the event that the shareholders' meeting is called to resolve upon the decrease of the share capital).	The FCA Board of Directors shall have the obligation to call a general meeting of shareholders, if one or more of those having the right to vote who hold, as between them, at least ten percent of the issued share capital make a request in writing to the board to that effect, stating the matters to be dealt with. If the FCA Board of Directors fails to call a meeting, then such shareholders may, on their application, be authorized by the interim provisions judge of the court to convene a general meeting of shareholders. The interim provisions judge shall reject the application if he is not satisfied that the applicants have previously requested the FCA Board of Directors in writing, stating the exact subjects to be discussed, to convene a general meeting of shareholders. Accordingly, following the Merger, a higher threshold will be required for exercising the right to call the shareholders' meeting than is currently applicable to Fiat shareholders.
Proxy solicitation	
Under Italian law, Fiat, one or more of its shareholders or any other eligible person can solicit other shareholders' proxies. Solicitation of proxies must be made through the publication of a prospectus and a proxy form; the relevant notice must be published on Fiat's website and must also be disclosed to CONSOB, Borsa Italiana S.p.A. and Monte Titoli S.p.A. Proxies must be dated, signed and indicate the voting instructions. The voting instructions can also be referred exclusively to certain items on the agenda. Proxies so granted can be revoked until one day prior to the shareholders' meeting. Proxies can only be given for one single, already convened, shareholders' meeting but remain valid for the subsequent dates of the same shareholders' meeting.	Under Dutch law, there is no regulatory regime for the solicitation of proxies. Solicitation of proxies is an *ad hoc* process, generally dealt with by an outside firm.

Amendment to By-laws / Articles of Association / Increases in Share Capital / Capital Reduction	
Under Italian law, amendments to the by-laws of a joint stock company (including increases in share capital and capital reduction) may be resolved at any time by the shareholders at an extraordinary shareholders' meeting. See "—Extraordinary Shareholders' Meetings/Supermajority Matters" for the required quorums and voting thresholds.	A resolution to amend the New Articles of Association can only be passed by a general meeting of shareholders pursuant to a prior proposal of the FCA Board of Directors. A majority of at least two-thirds of the votes cast shall be required if less than one half of the issued capital is represented at the meeting. Accordingly, following the Merger, a different supermajority will be required to amend the articles of association compared to that applicable for Fiat shareholders: an absolute majority of the votes validly cast if more than 50 percent is represented compared to the previously required 50 percent of the ordinary share capital on first call, more than one-third on second call and at least one-fifth on any subsequent calls. Under Dutch law and the New Articles of Association, when a proposal to amend the New Articles of Association is to be dealt with, a copy of that proposal shall be made available for inspection to the shareholders and others who are permitted by law to attend the meeting, at the office of FCA, as from the day the general meeting of shareholders is called until after the close of that meeting. The general meeting of shareholders or alternatively the FCA Board of Directors, if it has been designated to do so by the New Articles of Association or the general meeting of shareholders, shall have authority to resolve on any further issue of shares. The FCA Board of Directors will be designated by the New Articles of Association as the competent body to issue FCA common shares and FCA special voting shares for an initial period of five years which may be extended by the general meeting of shareholders with additional consecutive periods of up to a maximum of five years each. The general meeting of shareholders shall have power to pass a resolution to reduce the issued share capital by the cancellation of shares or by reducing the amount of the shares by means of an amendment to the New Articles of Association. The shares to which such resolution relates shall be stated in the resolution and it shall also be stated therein how the resolution shall be implemented. For a resolution to reduce the share capital, a majority of at least two-thirds of the votes cast shall be required, if less than one-half of the issued capital is represented at the meeting.

Pre-emptive Rights	
Under Italian law, an existing shareholder in a joint stock company has a preemptive right for any issue of shares by such company or debt convertible into shares in proportion to the shares held by such shareholder at the time of the issuance, with the exception summarized below. Under Italian law, shareholders of listed companies may exercise their pre-emptive rights for a period of at least 15 days after the registration of the relevant minutes with the competent Register of Enterprises. Existing shareholders are not entitled to preemptive rights with respect to newly issued shares to be paid for by contribution in kind. Preemptive rights can also be excluded in case Fiat's interest requires such exclusion. In both cases, the reasons for the exclusion must be adequately illustrated by a report of the Board of Directors. In addition, the by-laws of listed companies can exclude preemptive rights with respect to newly issued shares for an amount up to a maximum of ten percent of the existing share capital. Finally, the preemptive rights may be excluded up to a maximum of 25 percent of the newly issued shares if these shares are offered to Fiat's employees or to the employees of its subsidiaries or parent company. The preemptive rights can also be exercised by the holders of debt convertible into shares of Fiat on the basis of the relevant exchange ratio.	In the event of an issue of shares of any class every holder of shares of that class shall have pre-emptive rights with regard to the shares to be issued of that class in proportion to the aggregate amount of his shares of that class, provided however that no such pre-emptive rights shall exist in respect of shares to be issued to employees of FCA pursuant to any stock option plan of FCA. In the event of an issuance of special voting shares to Qualifying Shareholders, shareholders shall not have any right of pre-emption. Pre-emptive rights may be exercised during at least two weeks after the announcement. Pre-emptive rights may be limited or excluded by resolution of the general meeting of shareholders or resolution of the FCA Board of Directors if it has been designated to do so by the New Articles of Association or the general meeting of shareholders provided the FCA Board of Directors has also been authorized to resolve on the issue of shares of the company. In the proposal to the general meeting of shareholders in respect thereof, the reasons for the proposal and the choice of the intended price of issue shall be explained in writing. For a period of five years the New Articles of Association authorizes the FCA Board of Directors and not the General Meeting to issue FCA common shares and special voting shares and to limit or exclude pre-emptive rights in respect of the issuance of FCA common shares or rights to acquire FCA common shares. Following the Merger, the pre-emptive rights will be capable of being limited or excluded whenever an appropriate resolution of the FCA Board of Directors is passed and not only in certain specific cases provided by the law, as is the case for Fiat currently.
Approval of the Financial Statements	
Under Italian law, the yearly financial statement of a joint stock company that prepares consolidated financial statements must be approved by the shareholders at an ordinary shareholders' meeting to be held no later than 180 days following the end of the relevant fiscal year. See "—Shareholders' Meetings – Voting Rights and Quorum."	The FCA Board of Directors shall annually close the books of FCA as at the last day of every financial year and shall within four months thereafter draw up annual accounts consisting of a balance sheet, a profit and loss account and explanatory notes. Within such four month period the FCA Board of Directors shall publish the annual accounts, including the

	accountant's certificate, the annual report and any other information that would need to be made public in accordance with the applicable provisions of law and the requirements of any stock exchange on which FCA common shares are listed. According to Section 2:394 of the Dutch Civil Code, such in conjunction with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), the annual accounts, annual report and other documents referred to in Section 2:392 of the Dutch Civil Code must be sent to the AFM within five days after adoption of the annual accounts. The AFM will file the annual accounts with the Dutch trade register within three days upon receipt. If justified by the activity of FCA or the international structure of its Group as determined by the FCA Board of Directors, FCA's annual accounts or its consolidated accounts may be prepared in a foreign currency.
Dividend and Liquidation Rights	
Under Italian law, Fiat may pay dividends out of the net profits recorded in the company's audited and approved financial statements for the preceding fiscal year or out of its distributable legal reserves. The dividend distribution must be approved by the general meeting approving the company's yearly financial statements. Distributions may not be made if the distribution would reduce shareholders' equity below the sum of the paid–up capital and any reserves required by Italian law or Fiat By-laws. According to Fiat By-laws, net profit reported in the annual financial statements shall be allocated as follows: • to the legal reserve, five percent of net profit until the amount of such reserve is equivalent to one-fifth of share capital; • further allocations to the legal reserve, allocations to the extraordinary reserve, retained profit reserve and/or other allocations that shareholders may approve; and • to each share, distribution of any remaining profit that shareholders may approve. The Board of Directors may authorize the payment of interim dividends during the year. Any dividends	Dutch law provides that, subject to certain exceptions, dividends may only be paid out of profits as shown in the FCA annual financial statements as adopted by the general meeting of shareholders. Distributions may not be made if the distribution would reduce shareholders' equity below the sum of the paid–up capital and any reserves required by Dutch law or the New Articles of Association. According to the New Articles of Association, FCA shall maintain a separate capital reserve for the purpose of facilitating any issuance or cancellation of special voting shares. The special voting shares shall not carry any entitlement to the balance of the special capital reserve. The FCA Board of Directors shall be authorized to resolve upon any distribution or allocation of the special capital reserve. FCA shall maintain a separate dividend reserve for the special voting shares. The special voting shares shall not carry any entitlement to any other reserve of FCA. From the profits, shown in the annual accounts, as adopted, such amounts shall be reserved as the FCA Board of Directors may determine. The profits remaining thereafter shall first be applied to allocate and add to the special voting shares dividend reserve an amount equal to one percent of the aggregate nominal amount of all outstanding

unclaimed within five years of the date they become payable shall be forfeited and shall revert to the company. Under Italian law, and subject to satisfaction of the claims of all other creditors, shareholders are entitled to a distribution of Fiat's remaining liquidated assets in proportion to the nominal value of the shares they hold in Fiat's capital stock.	special voting shares. The special voting shares shall not carry any other entitlement to the profits. Any profits remaining thereafter shall be at the disposal of the general meeting of shareholders for distribution of dividends on the FCA common shares only, subject to the provisions below. Subject to a prior proposal of the FCA Board of Directors, the general meeting of shareholders may declare and make distributions in U.S. dollars. Furthermore, subject to the approval of the general meeting of shareholders, the FCA Board of Directors may decide that a distribution shall be made in the form of shares or that shareholders shall be given the option to receive a distribution either in cash or in the form of shares. The FCA Board of Directors shall have the power to declare one or more interim dividends or other distributions, subject to certain conditions set forth in the New Articles of Association. Dividends and other distributions shall be made payable in the manner and at such date(s)–within four weeks after declaration thereof–and notice thereof shall be given, as the general meeting of shareholders, or in the case of interim dividends, the FCA Board of Directors shall determine. Dividends and other distributions of profit, which have not been collected within five years and one day after the same have become payable, shall become the property of FCA. According to the New Articles of Association, whatever remains of FCA's equity after all its debts have been discharged: • shall first be applied to distribute the aggregate balance of share premium reserves and other reserves of FCA to the holders of FCA common shares in proportion to the aggregate nominal value of the FCA common shares held by each of them; • secondly, from any balance remaining, an amount equal to the aggregate amount of the nominal value of the FCA common shares will be distributed to the holders of FCA common shares in proportion to the aggregate nominal value of FCA common shares held by each of them; • thirdly, from any balance remaining, an amount equal to the aggregate amount of the

	special voting shares dividend reserve will be distributed to the holders of special voting shares in proportion to the aggregate nominal value of the special voting shares held by each of them; • fourthly, from any balance remaining, the aggregate amount of the nominal value of the special voting shares will be distributed to the holders of special voting shares in proportion to the aggregate nominal value of the special voting shares held by each of them; and • lastly, the balance remaining will be distributed to the holders of FCA common shares in proportion to the aggregate nominal value of FCA common shares held by each of them.
Cash Exit Rights / Appraisal Rights	
Under Italian law, shareholders of Italian joint stock companies are entitled to exercise cash exit rights whenever a resolution is adopted at a shareholders' meeting with respect to, *inter alia*: • a change in the business purpose of the company; • a change in the legal form of the company; • the transfer of the registered office of the company outside of Italy; • revocation of the winding-up of the company; • change of the corporate and economic rights attached to the shares as provided for in the by-laws; or • a merger in which the shareholders of a listed company receive shares which are not listed on a regulated stock market in Italy. Cash exit rights can be exercised for all or part of the shares held by the relevant shareholder. In order to validly exercise their cash exit rights, shareholders entitled to do so must send notice thereof to Fiat by registered mail within 15 days after the publication in the Companies' Register of the resolution approved at the relevant meeting of shareholders. The shares with respect to which cash exit rights are being exercised cannot be sold by the relevant shareholder and must be deposited with Fiat (or the relevant intermediary).	Shareholders of FCA will have no appraisal rights and/or cash exit rights, as Dutch law does not recognize this concept (other than in the context of a cross-border merger whereby FCA would be the entity ceasing to exist).

Rights to Inspect Corporate Books and Records	
Under Italian law, any shareholder, in person or through an agent, may inspect Fiat's shareholders' ledger and the minutes of shareholders' meetings at any time and may request a copy of the same at his or her own expense.	Under Dutch law, the annual accounts of a company are submitted to the general meeting of shareholders for their adoption. Shareholders have the right to obtain a copy of any proposal to amend the New Articles of Association at the same time as meeting notices referring to such proposals are published (See above "—Amendment to By-laws / Articles of Association / Increases in Share Capital / Capital Reduction"). Under Dutch law, the shareholders' register is available for inspection by the shareholder.
Purchase of Treasury Shares	
Under Italian law, the purchase of treasury shares must be authorized by the shareholders at any ordinary meeting and only paid out of retained earnings or distributable reserves remaining from the last approved unconsolidated financial statements and provided, in any case, that all shares are fully paid-in. The nominal value of the treasury shares (to be repurchased, together with any shares previously held) by Fiat or any of its subsidiaries, may not exceed in aggregate 20 percent of Fiat's share capital then issued and outstanding. Treasury shares may only be sold or disposed of in any manner pursuant to a shareholders' resolution. Fiat is not entitled to vote or to receive dividends on the shares it owns. Neither Fiat (except in limited circumstances) nor any of its subsidiaries can subscribe for new shares in the case of capital increases. Shares owned by its subsidiaries are not entitled to voting rights but are entitled to receive dividends. Shares owned by Fiat and its subsidiaries are considered at shareholders' meetings for quorum purposes. For listed companies, as Fiat, the purchase of its own treasury shares and the purchase of shares of a listed company by its subsidiaries must take place in a manner that ensures the equality of treatment among shareholders (e.g., on the market or through a voluntary tender offer addressed to all shareholders).	According to the New Articles of Association, FCA has the authority to acquire fully paid-up shares in its own share capital, provided that such acquisition is made for no consideration. It shall have authority to acquire fully paid-up shares in its own capital for consideration if: a. the general meeting of shareholders has authorized the board of directors to make such acquisition – which authorization shall be valid for no more than eighteen months – and has specified the number of shares which may be acquired, the manner in which they may be acquired and the limits within which the price must be set; b. FCA's equity, after deduction of the acquisition price of the relevant shares, is not less than the sum of the paid-up portion of the share capital and the reserves that have to be maintained by provision of law; and c. the aggregate par value of the shares to be acquired and the shares in its share capital FCA already holds, holds as pledgee or are held by a subsidiary company, does not amount to more than one-half of the aggregate par value of the issued share capital. FCA's equity as shown in the last confirmed and adopted balance sheet, after deduction of the acquisition price for shares in the share capital of FCA, the amount of the loans as referred to in Article 2:98c of the Dutch Civil Code and distributions from profits or reserves to any other persons that became due by the company and its subsidiary companies after the date of the balance sheet, shall be decisive

	for purposes of items b) and c) above. If no annual accounts have been confirmed and adopted when more than six months have expired after the end of any financial year, then an acquisition by virtue of this paragraph shall not be allowed.
Class Action, Shareholder Derivative Suits and Other Minority Shareholders' Rights	
The Italian code of consumers provides for the possibility for consumers' associations to start a class action for the protection of collective interests. Single consumers may adhere to a class action suit that has already been initiated by the association. While it is possible to pursue compensation for the breach of consumer contracts, it is not possible to claim punitive damages. With respect to minority shareholders' rights, shareholders representing at least 2.5 percent of the share capital of Italian listed companies may bring a liability claim (on behalf of the company) against the directors for breach of their duties towards the company. The shareholders promoting such claim appoint a representative to lead the action and perform all necessary ancillary activities. If the action is successful, damages granted inure to the exclusive benefit of the company. The company must reimburse the shareholders, who initiated the action, for the costs and expenses related to the action. Any shareholder representing 1/1000 of the voting share capital of an Italian listed company may also challenge any resolution of the Board of Directors within 90 days of such resolution being passed, if the resolution is prejudicial to the shareholder's rights. Any shareholder representing 1/1000 of the voting share capital may challenge any shareholders' meeting resolution that contravenes provisions of the By-laws or applicable law, if (i) the resolution was adopted at a shareholders' meeting not attended by such shareholder, (ii) the shareholder dissented, (iii) the shareholder abstained from voting, or (iv) the shareholder purchased the shares between the record date and the beginning of the meeting.	In the event a third party is liable to FCA, only FCA itself can bring a civil action against that party. Individual shareholders do not have the right to bring an action on behalf of the company. Only in the event that the cause for the liability of a third party to the company also constitutes a tortious act directly against a shareholder, does that shareholder have an individual action against such third party in its own name. The Dutch Civil Code provides for the possibility to initiate such actions collectively. A foundation or association whose objective is to protect the rights of a group of persons having similar interests can alternatively institute a collective action. Such collective action can only result in a declaratory judgment. In order to obtain compensation for damages, the foundation or association and the defendant may reach, often on the basis of such declaratory judgment, a settlement. A Dutch court may declare the settlement agreement binding upon all the injured parties with an opt-out choice for an individual injured party. In the event a director is liable to the company (e.g., for breach of fiduciary duties towards the company) only FCA itself can bring a civil action against that director. Individual shareholders do not have the right to bring an action against the director. Shareholders representing shares with a value of at least €20,000,000 may request the Dutch Enterprise Chamber of the Court of Appeal of Amsterdam to investigate the policy and/or overall activities of the company (over a certain period of time) on the basis that there are valid grounds to question the policy as conducted by the company. The Enterprise Chamber may order an investigation and grant other measures to remedy the alleged mismanagement, including replacement of directors, suspension of voting rights and annulment of corporate resolutions.

Board of Directors-Election-Removal-Vacancies	
Fiat is managed by a Board of Directors consisting of a number varying from nine to fifteen members, as determined by the shareholders in a General Meeting. Under Italian law the directors are appointed for a period of no more than three years, the third year expiring on the day of the general meeting of shareholders approving the yearly financial statements relevant for the last financial year of their office. The current board is comprised of 9 directors. The Board of Directors is appointed through a voting-list mechanism to ensure election of directors designated by minority shareholders in accordance with Italian law. Directors can be removed from office at any time by the general meeting. Directors removed without cause before the end of their term may claim damages resulting from their removal from office. The Board of Directors shall include at least two directors qualifying as "independent directors" pursuant to applicable laws and regulations and a number of directors (currently at least one-fifth of the directors) belonging to the less represented gender. Vacancies on the Board of Directors are filled by a majority vote of the remaining directors (with a resolution approved by the board of statutory auditors) and confirmed/replaced by a resolution adopted by the general meeting. Directors so appointed remain in office for the remaining part of the relevant term. The appointment, revocation, expiration of the term of office or replacement of Directors is governed by the applicable laws. According to Fiat By-Laws, if as a result of resignations or other reasons the majority of the Directors elected by Shareholders is no longer in office, the term of office of the entire Board of Directors will be deemed to have expired, and a general meeting of shareholders will be convened on an urgent basis by the Directors still in office for the purpose of electing a new Board of Directors. Under Italian law and the Fiat By-laws, the Board of Directors is validly convened with the presence of at least the majority of the directors in office and acts by the majority of those present. In case of deadlock, the chairman of the meeting has the deciding vote.	FCA shall have a board of directors, consisting of three or more members, comprising both members having responsibility for the day-to-day management of FCA (executive directors) and members not having such day-to-day responsibility (non-executive directors). The majority of the members of the FCA Board of Directors shall consist of non-executive directors. The chairman of the FCA Board of Directors as referred to by law shall be a non-executive director with the title Chairman. The FCA Board of Directors may grant titles to directors, including—without limitation—the titles of co-chairman, vice chairman, chief executive officer, Senior Independent Board Member, president or vice-president. The term of office of all directors will be for a period of approximately one year after appointment, such period expiring on the day the first annual general meeting of shareholders is held in the calendar year that the term of the appointment expires (or such shorter period as included in the resolutions of the General Meeting appointing the relevant director). Each director may be reappointed at any subsequent general meeting of shareholders. Following the Merger, the terms of appointment of directors will therefore be reduced from three years to approximately one year. The current FCA Board of Directors is comprised of three directors. FCA has not yet determined the number of directors that will constitute the FCA Board of Directors upon closing of the Merger. The general meeting of shareholders appoints the directors and has at all times the power to suspend or to dismiss any of the directors. Following the Merger, the directors of FCA will not be appointed through a voting-list mechanism as is currently the case for Fiat. If the office(s) of one or more directors is vacated or if one or more directors be otherwise unavailable, the remaining directors or the remaining director shall temporarily be vested with the entire management, provided, however, that in such event the FCA Board of Directors shall have the power to designate one or more persons to be temporarily entrusted with the co-management of FCA.

	If the offices of all directors be vacated or if all directors be otherwise unable to act, the management shall temporarily be vested in the person or persons whom the general meeting of shareholders shall every year appoint for that purpose. Under Dutch law and the New Articles of Association, all resolutions shall be adopted by the favorable vote of the majority of the directors present or represented at the meeting. Each director shall have one vote. Pursuant to the New Articles of Association, the FCA Board of Directors is authorized to adopt resolutions without convening a meeting if all directors shall have expressed their opinions in writing, unless one or more directors shall object in writing to the resolution being adopted in this way prior to the adoption of the resolution. A resolution shall in this case be adopted if the majority of all directors shall have expressed themselves in favor of the resolution concerned.
Board of Directors – Powers and Duties	
Under the Fiat By-laws, the Board of Directors is vested with the fullest powers for ordinary and extraordinary management without exclusion or exception other than those acts where the approval of shareholders is required by law. The Board of Directors is also authorized to adopt resolutions relating to: • issuance of non-convertible bonds; • merger and demerger of companies, where specifically allowed by law; • establishment or closure of branch offices; • designation of Directors empowered to represent the company; • reduction of share capital in the event of shareholders exercising their cash exit; • amendment of the By-laws to reflect changes in the law; and • transfer of the company's registered office to another location in Italy. The Board of Directors, and any individual or bodies it may delegate, shall also have the power to carry out, without the requirement for specific shareholder approval, all acts and transactions necessary to defend	Under the New Articles of Association, the FCA Board of Directors is in charge of the management of the company. However, the FCA Board of Directors shall require the approval of the general meeting of shareholders for resolutions concerning an important change in the company's identity or character, including in any case: • the transfer to a third party of the business of the company or practically the entire business of the company; • the entry into or breaking off of any long-term cooperation of the company or a subsidiary with another legal entity or company or as a fully liable partner of a general partnership or limited partnership, where such entry into or breaking off is of far-reaching importance to the company; and • the acquisition or disposal by the company or a subsidiary of an interest in the capital of a company with a value of at least one-third of the company's assets according to the consolidated balance sheet with explanatory notes included in the last adopted annual accounts of the company.

against a public tender or exchange offer, from the time of the public announcement of the decision or obligation to make the offer until expiry or withdrawal of the offer itself.	
Board of Directors – Conflicts of Interest Transactions	
Under Italian law, a director with a direct or indirect interest, which does not have to be necessarily conflicting, in a transaction contemplated by Fiat must inform the Board of Directors of any such conflict of interest in a comprehensive manner. If a managing director has a conflict of interest, he must refrain from executing the transaction and refer the relevant decision to the Board of Directors. If the Board of Directors approves the transaction, such decision must be duly motivated, in particular with regard to its economic rationale for the company. In case the conflicted director has not informed the board of the conflict, the board has not motivated its decision, or such decision has been adopted with the decisive vote of an interested director, the relevant resolution, in case it may cause damage to the company, can be challenged in court by any of the directors who did not participate in the adoption of the resolution or by the statutory auditors of the company or by any of the directors (including those who participated in the adoption of the resolution) or by the statutory auditors of the company or by any of the directors (including those who participated in the adoption of the resolution) if the conflicted director did not inform the board of the existing conflict. The challenge must be brought within 90 days from the date of the relevant resolution. Conflicted directors are liable towards the company for damages deriving from any action or omission carried out breaching the above provisions.	A director shall not take part in any vote on a subject or transaction in relation to which he has a conflict of interest with the company. If there is such a conflict of interest of all directors, the preceding sentence does not apply and the FCA Board of Directors shall maintain its authority to resolve upon the relevant matter.
Committee of Directors	
Pursuant to the Fiat By-laws, the Board of Directors may establish an executive committee and/or other committees having specific functions and tasks, determining both the composition and procedures of such committees. More specifically, the Board of Directors has currently established a committee to supervise the Internal Control System and committees for the nomination and compensation of directors and senior executives with strategic responsibilities.	Pursuant to the New Articles of Association, the FCA Board of Directors shall have the power to appoint any committees, composed of directors and officers of the company.

Board of Directors – Liability	
Under Italian law, directors must perform their duties with the care required by the nature of their office and their specific competences. Directors are jointly and severally liable towards the company for damages resulting from breach of the duties of their office. Directors are also jointly liable if they have knowledge of facts that may be prejudicial to the company but have not implemented, to the extent possible, measures necessary to avoid or limit the effects of such facts. The company may initiate a liability claim against its own directors with the approval of the general meeting of the company or a resolution of the board of statutory auditors approved with a two-thirds majority of its members. The liability claim can be waived or settled, provided the waiver or settlement is authorized by the general meeting. Such authorization is deemed not granted in the event that shareholders representing at least five percent of the company's share capital vote against the authorization. Directors may also be held liable vis-à-vis shareholders or company's creditors in the event of an act prejudicial to the company's shareholders or in the event of any act prejudicial to the company's assets, respectively.	Under Dutch law, the management of a company is a joint undertaking and each member of the Board of Directors can be held jointly and severally liable to FCA for damages in the event of improper or negligent performance of their duties. An individual director is only exempted from liability if he proves that he cannot be held seriously culpable for the mismanagement and that he has not been negligent in seeking to prevent the consequences of the mismanagement. In this regard a director may, however, refer to the allocation of tasks between the directors. Further, members of the Board of Directors can be held liable to third parties based on tort, pursuant to certain provisions of the Dutch Civil Code.
Rights of Directors and Officers to Obtain Indemnification	
Italian law and national collective bargaining agreements provide that Fiat will reimburse its executives for legal expenses incurred in defending against criminal prosecution, provided that such prosecution is related to actions taken by the executive in the performance of his duties to Fiat. This rule does not apply to instances of intentional misconduct or gross negligence.	The concept of indemnification of directors of a company for liabilities arising from their actions as members of the board as an executive or non-executive director is, in principle, accepted in the Netherlands. Under the New Articles of Association, FCA is required to indemnify its directors, officers, former directors, former officers and any person who may have served at FCA's request as a director or officer of another company in which FCA owns shares or of which FCA is a creditor who were or are made a party or are threatened to be made a party or are involved in, any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative (each a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, against any and all liabilities, damages,

	reasonable and documented expenses (including reasonably incurred and substantiated attorney's fees), financial effects of judgments, fines, penalties (including excise and similar taxes and punitive damages) and amounts paid in settlement in connection with such Proceeding by any of them. Notwithstanding the above, no indemnification shall be made in respect of any claim, issue or matter as to which any of the above-mentioned indemnified persons shall be adjudged to be liable for gross negligence or wilful misconduct in the performance of such person's duty to FCA. This indemnification by FCA is not exclusive of any other rights to which those indemnified may be entitled otherwise.
Mandatory Public Offerings	
Under Italian law, defense measures can only be adopted by Italian companies listed on an Italian or EU regulated market if approved by a shareholders' meeting, unless the By-laws provides otherwise. The Fiat By-laws set forth that the Board of Directors, and any individual or bodies it may delegate, has the power to carry out, without the requirement for specific shareholder approval, all acts and transactions necessary to defend against a public tender or exchange offer, from the time of the public announcement of the decision or obligation to make the offer until expiry or withdrawal of the offer itself.	Under Dutch law, any person, acting alone or in concert with others, who, directly or indirectly, acquires 30 percent or more of voting rights in a company listed on a Dutch or EU regulated market will be obliged to launch a public offer for all outstanding shares in the company's share capital. An exception is made for shareholders who, whether alone or acting in concert with others, have an interest of at least 30 percent of the company's voting rights before the shares are first admitted to trading on the MTA and who still have such an interest after such first admittance to trading. It is expected that immediately after the first admittance to trading of the shares on MTA, Exor will hold more than 30 percent of FCA's voting rights. It is, therefore, expected that Exor's interest in FCA will be grandfathered and that the exception will apply to it upon such first admittance and will continue to apply to it for as long as its holding of shares will represent over 30 percent of FCA's voting rights.

ANNEXES

1. Common Merger Terms prepared pursuant to Article 2501-ter of the Italian Civil Code and Article 6 of the Legislative Decree 108
2. Expert report prepared by Reconta Ernst & Young S.p.A. for the benefit of Fiat and the expert report prepared by KPMG Accountants N.V. for the benefit of FCA on the Exchange Ratio

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The manager responsible for preparing Fiat S.p.A.'s financial reports, Richard K. Palmer, declares, pursuant to paragraph 2 of article 154-bis of the Italian Financial Act, that the accounting information for Fiat S.p.A. contained in this Information Document corresponds to the results documented in the books, accounting and other records of Fiat S.p.A.

ANNEX 1

COMMON MERGER TERMS PREPARED PURSUANT TO ARTICLE 2501-TER OF THE ITALIAN CIVIL CODE AND ARTICLE 6 OF THE LEGISLATIVE DECREE 108

PROGETTO COMUNE DI FUSIONE TRANSFRONTALIERA

PREDISPOSTO DAL CONSIGLIO DI AMMINISTRAZIONE DI:

(1)

FIAT INVESTMENTS N.V., una società per azioni (*naamloze vennootschap*) costituita ai sensi del diritto olandese, con sede legale in Amsterdam (Olanda) e indirizzo della sede operativa principale in 240 Bath Road, SL1 4DX, Slough, Regno Unito, numero di iscrizione presso la Camera di Commercio di Amsterdam (*Kamer van Koophandel*): 60372958, società che assumerà, a seguito dell'efficacia della Fusione (come *infra* definita) la denominazione di "Fiat Chrysler Automobiles N.V." (***FCA***); e

(2)

FIAT S.P.A., una società per azioni di diritto italiano, con sede legale in Via Nizza 250, 10126 - Torino (Italia), numero di iscrizione presso il Registro delle Imprese di Torino: 00469580013 (***FIAT***),

FCA e FIAT sono di seguito congiuntamente definite come: le ***Società***.

Considerato che:

(A) Il presente Progetto Comune di Fusione Transfrontaliera è stato predisposto dai consigli di amministrazione delle Società (i ***Consigli di Amministrazione***) al fine di dare esecuzione ad una fusione transfrontaliera ai sensi delle previsioni della Direttiva Europea 2005/56/CE del Parlamento Europeo e del Consiglio del 26 ottobre 2005 sulle fusioni transfrontaliere di società di capitali, attuata in Olanda secondo quanto previsto dal Titolo 2.7 del Codice Civile Olandese (il ***Codice Olandese***) e in Italia secondo quanto previsto dal Decreto Legislativo n. 108 del 30 maggio 2008 (il ***Decreto Legislativo 108***).

COMMON CROSS-BORDER MERGER TERMS

DRAWN UP BY THE BOARDS OF DIRECTORS OF:

(1)

FIAT INVESTMENTS N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal executive offices at 240 Bath Road, SL1 4DX, Slough, United Kingdom, registered with the trade register of the Amsterdam Chamber of Commerce (*Kamer van Koophandel*) under number: 60372958, which company will, upon effectiveness of the Merger (as defined below) be renamed "Fiat Chrysler Automobiles N.V." (***FCA***); and

(2)

FIAT S.P.A., a public joint stock company (*Società per Azioni*) organised under the laws of the Republic of Italy, having its registered official seat at Via Nizza 250, 10126, Turin, Italy, registered with the Companies' Register of Turin (*Registro delle Imprese*) under number: 00469580013 (***FIAT***),

FCA and FIAT are hereinafter jointly also referred to as: the ***Companies***.

Considering that*:*

(A) These Common Cross-Border Merger Terms have been prepared by the boards of directors of the Companies (the ***Boards***) in order to establish a cross-border legal merger within the meaning of the provisions of EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies, implemented for Dutch law purposes under Title 2.7 of the Dutch Civil Code (the ***DCC***) and for Italian law purposes by Italian Legislative Decree no. 108 of May 30, 2008 (the ***Legislative Decree 108***).

In esecuzione della fusione transfrontaliera qui descritta, FIAT sarà fusa in FCA, società il cui capitale è interamente e direttamente detenuto da FIAT che subentrerà in tutte le attività ed assumerà tutte le passività nonché gli altri rapporti giuridici di FIAT a titolo di successione universale (*verkrijging onder algemene titel*) (la ***Fusione***).

Come descritto in maggior dettaglio nelle relazioni illustrative predisposte rispettivamente dal Consiglio di Amministrazione di FIAT e dal Consiglio di Amministrazione di FCA in relazione al presente Progetto Comune di Fusione Transfrontaliera riportate rispettivamente quali Allegato 1 e Allegato 2, scopo principale della Fusione è di meglio riflettere la crescente dimensione globale del *business* operato dal gruppo, valorizzare la sua capacità attrattiva nei confronti degli investitori internazionali e rendere maggiormente agevole la quotazione delle azioni ordinarie FCA sul New York Stock Exchange (***NYSE***), a seguito dell'acquisizione da parte di FIAT, attraverso una società controllata, di una partecipazione totalitaria nel capitale sociale di Chrysler Group LLC recentemente perfezionata.

(B) Le azioni ordinarie FIAT sono attualmente quotate sul Mercato Telematico Azionario organizzato e gestito da Borsa Italiana S.p.A. (***Mercato Telematico Azionario***), nonché su Euronext Parigi e sulla borsa di Francoforte. Nel contesto della Fusione, le azioni ordinarie FCA (le ***Azioni Ordinarie FCA***) saranno ammesse a quotazione sul NYSE e si prevede siano anche ammesse a quotazione sul Mercato Telematico Azionario, così da incrementare la domanda degli investitori e la liquidità del titolo. I volumi di negoziazione delle azioni ordinarie FIAT su Euronext Parigi e sulla borsa di Francoforte sono stati storicamente irrilevanti e, pertanto, non si prevede che le Azioni Ordinarie FCA siano quotate su tali mercati borsistici a seguito della Fusione. Il perfezionamento della Fusione sarà subordinato, *inter alia*, all'ammissione a quotazione delle Azioni Ordinarie FCA sul NYSE, nonché ad un esborso di complessivi massimi Euro 500 milioni in relazione all'ammontare in denaro eventualmente da pagarsi (a) ai sensi

By virtue of the cross-border legal merger described herein, FIAT will be merged into FCA, a wholly-owned direct subsidiary of FIAT, which will succeed to all assets and assume all liabilities and other legal relationships of FIAT under universal title of succession (*verkrijging onder algemene titel*) (the ***Merger***).

As further explained in the reports prepared by the Board of FIAT and by the Board of FCA, respectively, in connection with these Common Cross-Border Merger Terms (attached as Schedule 1 and Schedule 2, respectively), the main purpose of the Merger is to better reflect the increasingly global nature of the group's business, enhance its appeal to international investors and facilitate the listing of FCA common shares on the New York Stock Exchange (***NYSE***), taking into account the recently completed acquisition by FIAT, through a subsidiary, of 100% ownership interest in Chrysler Group LLC.

(B) FIAT ordinary shares are currently listed on the Mercato Telematico Azionario organized and managed by Borsa Italiana S.p.A. (***Mercato Telematico Azionario***), as well as Euronext Paris and Frankfurt stock exchange. In connection with the Merger, FCA common shares (the ***FCA Common Shares***) will be listed on the NYSE and they are expected to be listed on the Mercato Telematico Azionario which is expected to enhance investors' demand and trading liquidity. The volume of trading of FIAT ordinary shares on Euronext Paris and Frankfurt stock exchange has historically been minimal and, therefore, it is not expected that FCA Common Shares will be listed on those stock exchanges following the Merger. Completion of the Merger will be subject to, *inter alia*, approval for listing of the FCA Common Shares on the NYSE and to a cap equal to maximum Euro 500 million in the aggregate in connection with the amount of cash, if any, to be paid (a) under Article 2437-*quater* of the Italian Civil Code (the ***ICC***), to FIAT

dell'Articolo 2437-*quater* del codice civile italiano (il ***Codice Civile***) agli azionisti di FIAT che abbiano esercitato il diritto di recesso in relazione alla Fusione e/o (b) ai creditori che abbiano proposto opposizione alla Fusione ai sensi di legge. A tal fine, FCA: (i) depositerà presso la *United States Securities and Exchange Commission* (la ***SEC***) un documento di registrazione sulla base del modello F-4 (congiuntamente a tutte le relative modifiche, il ***Documento di Registrazione***), ai fini della registrazione, in base all'US Securities Act del 1933, come modificato, e alle relative norme e regolamenti di implementazione (il ***Securities Act***), delle Azioni Ordinarie FCA e delle azioni FCA a voto speciale, e (ii) depositerà presso il NYSE una domanda per la quotazione delle Azioni Ordinarie FCA.

La documentazione richiesta ai fini dell'ammissione a quotazione delle Azioni Ordinarie FCA sul Mercato Telematico Azionario sarà predisposta e depositata presso le autorità competenti.

Per effetto e in occasione della Fusione, gli azionisti di FIAT riceveranno, sulla base del Rapporto di Cambio come indicato nel successivo Paragrafo 8.1, Azioni Ordinarie FCA, nonché, nella misura in cui gli azionisti FIAT siano legittimati e ne facciano richiesta, azioni a voto speciale, come descritto nel successivo Paragrafo 6.3. Non sono previsti pagamenti, né in denaro né di altro tipo, da effettuarsi ad opera di FCA in favore degli azionisti di FIAT in relazione alla Fusione (fatto salvo il caso di legittimo esercizio del diritto di recesso, come indicato al successivo Paragrafo 15, e fermo restando il limite di cui al successivo Paragrafo 17.1 (iii)).

(C) Il presente Progetto Comune di Fusione Transfrontaliera sarà pubblicato ai sensi delle applicabili disposizioni legislative e regolamentari. Il presente Progetto Comune di Fusione Transfrontaliera sarà, inoltre, messo a disposizione sul sito internet di FIAT (www.fiatspa.com), nonché presso la sede di FIAT e gli uffici di FCA al fine di consentire a tutti gli aventi diritto di prenderne visione.

shareholders exercising cash exit rights, and/or (b) to creditors exercising any creditor opposition rights. To this end, FCA: (i) will file with the United States Securities and Exchange Commission (the ***SEC***) a registration statement on Form F-4 (together with all amendments thereto, the ***Registration Statement***), in connection with the registration under the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the ***Securities Act***) of FCA Common Shares and FCA special voting shares, and (ii) will file with the NYSE a listing application for the listing of FCA Common Shares.

The listing documentation required for the purposes of the listing of FCA Common Shares on the Mercato Telematico Azionario will be prepared and submitted to the relevant authorities.

As a result of and in connection with the Merger, FIAT shareholders will receive, on the basis of the Exchange Ratio specified under Section 8.1 below, FCA Common Shares and special voting shares, to the extent FIAT shareholders are eligible to, and elect to, receive these special voting shares, as described under Section 6.3 below. No consideration, either in cash or otherwise, will be paid by FCA to the shareholders of FIAT in connection with the Merger (except with respect to the valid exercise of cash exit rights, as described under Section 15 below and subject to the limitation specified under Section 17.1 (iii)).

(C) These Common Cross-Border Merger Terms will be published in accordance with the applicable laws and regulations. These Common Cross-Border Merger Terms will also be made available on the corporate website of FIAT (www.fiatspa.com), as well as, for inspection, at the registered seat of FIAT and FCA's offices by whomever is entitled to by applicable law.

Alla luce della nazionalità delle Società, delle disposizioni di cui al Titolo 2.7 del Codice Olandese e di cui al Decreto Legislativo 108, nonché della prospettata quotazione delle Azioni Ordinarie FCA sul NYSE e successivamente sul Mercato Telematico Azionario, il presente Progetto Comune di Fusione Transfrontaliera è stato predisposto in italiano e inglese.

Ai sensi del diritto italiano, il presente Progetto Comune di Fusione Transfrontaliera deve essere sottoscritto e depositato in lingua italiana.

In caso di difformità della versione italiana rispetto alla versione inglese, il testo in lingua italiana avrà prevalenza.

Le informazioni che devono essere fornite ai sensi della Sezione 2:312, comma 2, 2:326 e 2:333d del Codice Olandese, nonché dell'Articolo 2501-*ter* del Codice Civile e dell'Articolo 6 del Decreto Legislativo 108 sono le seguenti.

1. FORMA GIURIDICA, NOME E SEDE DELLE SOCIETÀ

1.1 La società incorporante:

FIAT INVESTMENTS N.V.

- società per azioni (*naamloze vennootschap*) costituita ai sensi del diritto olandese;
- sede legale in Amsterdam, Olanda;
- indirizzo della sede operativa principale in 240 Bath Road, SL1 4DX, Slough, Regno Unito;
- capitale sociale emesso: Euro 350.000,00, interamente sottoscritto e versato, suddiviso in n. 35.000.000 di azioni ordinarie, con valore nominale pari a Euro 0,01 ciascuna;
- capitale sociale autorizzato di Euro 1.000.000,00;

In consideration of the nationality of the Companies, the relevant provisions of Title 2.7 of the DCC, the Legislative Decree 108 and the intended listing of the FCA Common Shares on the NYSE and subsequently on the Mercato Telematico Azionario, these Common Cross-Border Merger Terms have been prepared in Italian and English.

Italian law provides that these Common Cross-Border Merger Terms must be executed and filed in Italian.

In the event of any discrepancies between the Italian version and the English version, the text in the Italian language shall prevail.

The information which has to be made available pursuant to Sections 2:312, paragraph 2, 2:326 and 2:333d of the DCC, Article 2501-*ter* of the ICC and Article 6 of the Legislative Decree 108 is the following.

1. LEGAL FORM, NAME AND SEAT OF THE COMPANIES

1.1 The surviving company:

FIAT INVESTMENTS N.V.

- limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands;
- official seat in Amsterdam, the Netherlands;
- principal executive offices at 240 Bath Road, SL1 4DX, Slough, United Kingdom;
- issued share capital: Euro 350,000.00, fully paid-in, divided into no. 35,000,000 common shares, having a nominal value of Euro 0.01 each;
- authorized share capital of Euro 1,000,000.00;

- nessuna azione di FCA è stata concessa in pegno o usufrutto;
- nessun certificato di deposito (*depository receipt*) delle azioni di FCA è stato emesso con la cooperazione di FCA;
- numero di iscrizione alla Camera di Commercio di Amsterdam (*Kamer van Koophandel*): 60372958.

A seguito dell'efficacia della Fusione, Fiat Investments N.V. assumerà la denominazione di "Fiat Chrysler Automobiles N.V." (FCA). In virtù dell'efficacia della Fusione, FCA, quale società incorporante, manterrà la propria attuale forma giuridica e la propria attuale sede legale e continuerà, pertanto, ad essere una società retta dal diritto olandese.

Lo statuto di FCA in vigore alla data del presente Progetto Comune di Fusione Transfrontaliera è riportato quale Allegato 3 al presente Progetto Comune di Fusione Transfrontaliera.

A seguito del perfezionamento della Fusione, lo statuto di FCA, che include la nuova denominazione sociale di FCA, "Fiat Chrysler Automobiles N.V.", sarà conforme alla versione proposta dello statuto riportata quale Allegato 4 al presente Progetto Comune di Fusione Transfrontaliera.

1.2 La società incorporanda:

FIAT S.P.A.

- società per azioni di diritto italiano;
- sede legale in Via Nizza 250, 10126, Torino, (Italia);
- capitale sociale: Euro 4.478.046.214,84, interamente sottoscritto e versato;

- no shares in the share capital of FCA have been pledged or encumbered with a right of usufruct;
- no depository receipts of shares in the share capital of FCA have been issued with the co-operation of FCA;
- registration number with the Amsterdam Chamber of Commerce (*Kamer van Koophandel*): 60372958.

Upon effectiveness of the Merger, Fiat Investments N.V. will be renamed "Fiat Chrysler Automobiles N.V." (FCA). As a result of the Merger becoming effective, FCA will be the surviving company and will maintain its current legal form and official seat and will therefore be subject to the laws of the Netherlands.

The articles of association of FCA in force as of the date of these Common Cross-Border Merger Terms are attached hereto as Schedule 3.

Upon completion of the Merger, FCA's articles of association, which include the new corporate name to be adopted by FCA, "Fiat Chrysler Automobiles N.V.", will be in the form of the proposed articles of association attached hereto as Schedule 4.

1.2 The disappearing company:

FIAT S.P.A.

- Joint stock company (*Società per Azioni*) organized under the laws of the Republic of Italy;
- registered office in Via Nizza 250, 10126 Turin, Italy;
- share capital: Euro 4,478,046,214.84, fully paid-in;

- n. 1.250.850.898 azioni ordinarie, con valore nominale pari a Euro 3,58 ciascuna, e quotate sul Mercato Telematico Azionario, nonché su Euronext Parigi e sulla borsa di Francoforte; e
- partita IVA, codice fiscale e numero di iscrizione al Registro delle Imprese di Torino: 00469580013.

2. STATUTO SOCIALE DI FCA

2.1 Lo statuto sociale di FCA è stato adottato al momento della costituzione di FCA con atto notarile eseguito dinanzi al supplente del notaio Guido Marcel Portier, operante in Amsterdam (Olanda), in data 1° aprile 2014 (la ***Data di Costituzione di FCA***). Una copia dello statuto sociale di FCA attualmente in vigore è allegata al presente Progetto Comune di Fusione Transfrontaliera quale Allegato 3.

2.2 Nel contesto dell'efficacia della Fusione, lo statuto sociale di FCA sarà conforme alla versione proposta di statuto sociale allegata al presente Progetto Comune di Fusione Transfrontaliera quale Allegato 4.

3. CONSIGLIO DI AMMINISTRAZIONE DI FCA

3.1 Alla data del presente Progetto Comune di Fusione Transfrontaliera, il Consiglio di Amministrazione di FCA è composto dai seguenti membri:

(i) Sergio Marchionne;

(ii) Richard Keith Palmer; e

(iii) Derek James Neilson.

3.2 Un nuovo consiglio di amministrazione di FCA sarà nominato dall'assemblea degli azionisti di FCA antecedentemente al perfezionamento della Fusione.

- no. 1,250,850,898 ordinary shares, having a nominal value of Euro 3.58 each, and listed on the Mercato Telematico Azionario, as well as on Euronext Paris and Frankfurt stock exchange; and
- VAT code, tax code and registration number with the Companies' Register of Turin: 00469580013.

2. ARTICLES OF ASSOCIATION OF FCA

2.1 The articles of association of FCA have been established by deed of incorporation of FCA executed before a substitute of Guido Marcel Portier, civil law notary, officiating in Amsterdam, the Netherlands, on April 1, 2014 (the ***FCA Incorporation Date***). A copy of the current articles of association of FCA is attached to these Common Cross-Border Merger Terms as Schedule 3.

2.2 Upon the Merger becoming effective, FCA's articles of association will be in the form of the proposed articles of association attached to these Common Cross-Border Merger Terms as Schedule 4.

3. BOARD OF DIRECTORS OF FCA

3.1 As of the date of these Common Cross-Border Merger Terms, the Board of FCA is composed of the following individuals:

(i) Sergio Marchionne;

(ii) Richard Keith Palmer; and

(iii) Derek James Neilson.

3.2 A new board of directors of FCA will be appointed by the meeting of shareholders of FCA before completion of the Merger.

4. VANTAGGI PARTICOLARI EVENTUALMENTE RISERVATI AGLI AMMINISTRATORI, AGLI ESPERTI CHE ESAMINANO IL PRESENTE PROGETTO COMUNE DI FUSIONE TRANSFRONTALIERA O AI SINDACI DELLE SOCIETÀ, IN OCCASIONE DELLA FUSIONE

4.1 In relazione alla Fusione, non sarà attribuito alcun vantaggio particolare a favore dei membri dei Consigli di Amministrazione di FIAT e FCA o a favore di altri soggetti, salvo quelli spettanti a tali soggetti in qualità di azionisti di FIAT.

4.2 Nessun vantaggio particolare è stato riservato, in relazione alla Fusione, a favore degli esperti nominati da FIAT e FCA.

4.3 In relazione alla Fusione, non sarà attribuito alcun vantaggio particolare a favore dei membri degli organi di controllo o dei sindaci di FIAT e FCA.

5. DATA DI EFFICACIA DELLA FUSIONE AI FINI LEGALI, FINANZIARI E CONTABILI

5.1 Ai sensi dell'Articolo 15 del Decreto Legislativo 108 e della Sezione 2:318 del Codice Olandese e subordinatamente al soddisfacimento delle condizioni sospensive alla Fusione, come descritte al successivo Paragrafo 17, ovvero alla rinuncia all'avveramento delle condizioni sospensive (ove consentito dalla legge applicabile), la Fusione sarà perfezionata mediante la sottoscrizione dinanzi ad un notaio residente in Olanda dell'atto notarile di Fusione in conformità a quanto previsto dalla Sezione 2:318 del Codice Olandese (la ***Data del Closing***).

La Fusione diverrà efficace nel giorno successivo alla Data del Closing (la ***Data di Efficacia della Fusione***).

Successivamente, l'ufficiale del registro olandese informerà il Registro delle Imprese di Torino circa l'efficacia della Fusione.
Si prevede che la Fusione diverrà efficace nel 2014.

4. BENEFITS, IF ANY, GRANTED TO BOARD MEMBERS, EXPERTS EXAMINING THESE COMMON CROSS-BORDER MERGER TERMS OR STATUTORY AUDITORS OF THE COMPANIES IN CONNECTION WITH THE MERGER

4.1 No specific benefits connected with the Merger shall be granted to members of any of the Boards of FIAT and FCA or to any other person upon the Merger other than in such person's capacity as shareholders of FIAT.

4.2 No specific benefits connected with the Merger were established for the experts, appointed by FIAT and FCA.

4.3 No specific benefits connected with the Merger were established for the statutory auditors or the members of any other control body of FIAT and FCA.

5. EFFECTIVE DATE OF THE MERGER: LEGAL AS WELL AS ACCOUNTING AND FINANCIAL DATE

5.1 Pursuant to Article 15 of Legislative Decree 108 and Section 2:318 of the DCC and subject to the satisfaction of the conditions precedent to the Merger, as better described under Section 17 below, or (to the extent permitted by applicable law) waiver to the conditions precedent, the Merger shall be carried out in accordance with and pursuant to Section 2:318 of the DCC by means of execution before a civil law notary, residing in the Netherlands, of the notarial deed in respect of the Merger (the ***Closing Date***).

The Merger will become effective on the day following the Closing Date (the ***Merger Effective Date***).

The Dutch registrar will subsequently inform the Companies' Register of Turin that the Merger has become effective.
It is envisaged that the Merger will become effective during 2014.

5.2 Le informazioni finanziare relative alle attività, alle passività e agli altri rapporti giuridici di FIAT saranno riflesse nei bilanci annuali di FCA a partire dal 1° gennaio 2014 e, pertanto, gli effetti contabili della Fusione saranno registrati nei bilanci annuali di FCA da tale data.

6. MISURE CONNESSE CON LA PARTECIPAZIONE IN FIAT

6.1 A seguito dell'efficacia della Fusione, tutte le azioni FIAT attualmente emesse saranno annullate in conformità alle disposizioni di legge; in sostituzione delle stesse, FCA assegnerà una Azione Ordinaria FCA (avente valore nominale pari a Euro 0,01 ciascuna) per ogni azione ordinaria FIAT (avente valore nominale di Euro 3,58 ciascuna), sulla base del Rapporto di Cambio per la Fusione, come illustrato nel successivo Paragrafo 8.1.

Tutte le n. 35.000.000 di azioni di FCA detenute da FIAT, nonché ogni ulteriore azione di FCA emessa a favore di, o altrimenti acquistata da, FIAT successivamente alla data del presente Progetto Comune di Fusione Transfrontaliera e che siano detenute da FIAT alla data di perfezionamento della Fusione non saranno annullate in conformità alla Sezione 2:325, comma 3, del Codice Olandese, ma costituiranno azioni proprie di FCA fintantoché non saranno alienate o altrimenti trasferite o annullate ai sensi del diritto olandese e dello statuto di FCA. Ai sensi del diritto olandese e dello statuto di FCA, tali azioni non avranno diritto alle distribuzioni né saranno fornite del diritto di voto fintantoché saranno azioni proprie di FCA. Le azioni proprie di FCA potranno essere offerte e collocate sul mercato per la loro negoziazione successivamente alla Fusione ai sensi delle applicabili disposizioni legislative e regolamentari.

6.2 Le Azioni Ordinarie FCA assegnate in occasione della Fusione – da ammettere a quotazione sul NYSE alla data di perfezionamento della Fusione, nonché sul Mercato Telematico Azionario successivamente al

5.2 The financial information with respect to the assets, liabilities and other legal relationships of FIAT will be recorded in the annual accounts of FCA as of January 1, 2014, and, as a result of the above, the accounting effects of the Merger will be recognized in FCA's annual accounts from that date.

6. MEASURES IN CONNECTION WITH SHAREHOLDING IN FIAT

6.1 As a result of the Merger becoming effective, all shares of FIAT currently outstanding will be cancelled by operation of law and, in exchange thereof, FCA will allot one FCA Common Share (each having a nominal value of Euro 0.01) for each ordinary share in FIAT (each having a nominal value of Euro 3.58) on the basis of the Exchange Ratio for the Merger as specified under Section 8.1 below.

All 35,000,000 FCA shares held by FIAT and any additional FCA shares issued to or otherwise acquired by FIAT after the date hereof that are held by FIAT at the time of completion of the Merger will not be cancelled in accordance with Section 2:325, paragraph 3, of the DCC, but will continue to exist as shares held by FCA in its own capital, until transferred, otherwise disposed of or cancelled in accordance with the applicable provisions of Dutch law and FCA's articles of association. According to Dutch law and FCA's articles of association, during the time that shares in FCA are held by FCA itself, these shares shall not be entitled to any distribution or voting rights. The shares held by FCA in its own capital may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations.

6.2 The FCA Common Shares being allotted in connection with the Merger – to be listed, at the time of completion of the Merger, on the NYSE and, following the completion of the Merger, on the Mercato Telematico

perfezionamento della Fusione – saranno emesse in regime di dematerializzazione ed assegnate agli azionisti beneficiari attraverso il competente sistema di gestione accentrata, con effetto a partire dalla Data di Efficacia della Fusione. Ulteriori informazioni sulle condizioni e sulla procedura per l'assegnazione delle Azioni Ordinarie FCA saranno comunicate attraverso un avviso pubblicato sul sito internet di FIAT (www.fiatspa.com), nonché sul quotidiano nazionale *La Stampa*. FIAT e FCA non faranno sostenere agli azionisti FIAT alcun costo in relazione al concambio delle azioni.

6.3 Nel contesto della Fusione, FCA emetterà azioni a voto speciale aventi valore nominale pari a Euro 0,01 ciascuna da assegnare agli azionisti di FIAT legittimati che abbiano validamente richiesto di ricevere le suddette azioni a voto speciale, a seguito del perfezionamento della Fusione, in aggiunta alle Azioni Ordinarie FCA. I titolari di azioni ordinarie FIAT che desiderino ricevere azioni a voto speciale contestualmente al perfezionamento della Fusione dovranno seguire le procedure (le cosiddette *Procedure di Assegnazione Iniziale*) descritte nei documenti societari che saranno messi a disposizione sul sito internet di FIAT (www.fiatspa.com) contestualmente alla convocazione dell'assemblea straordinaria degli azionisti di FIAT chiamata a deliberare in merito alla Fusione (la ***Assemblea Straordinaria di FIAT***). Le caratteristiche essenziali delle azioni a voto speciale sono meglio descritte nella versione proposta dello statuto sociale di FCA riportato quale Allegato 4 al presente Progetto Comune di Fusione Transfrontaliera, nonché nei termini e condizioni delle azioni a voto speciale di FCA (i ***Termini e Condizioni delle Azioni a Voto Speciale***), riportati quale Allegato 5 al presente Progetto Comune di Fusione Transfrontaliera.

Per mera chiarezza si precisa che le azioni a voto speciale non costituiscono parte del rapporto di cambio come indicato nel successivo Paragrafo 8.1.

Azionario – will be allotted in dematerialized form and delivered to the beneficiaries through the relevant centralized clearing system with effect as of the Merger Effective Date. Further information on the conditions and procedure for allocation of the FCA Common Shares shall be communicated in a notice published on the website of FIAT (www.fiatspa.com), as well as on the daily newspaper *La Stampa*. FIAT and FCA will charge no costs to FIAT shareholders in relation to the shares exchange.

6.3 Upon the Merger becoming effective, FCA will issue special voting shares, with a nominal value of Euro 0.01 each, to those eligible shareholders of FIAT who have validly elected to receive such special voting shares upon completion of the Merger in addition to FCA Common Shares. Holders of FIAT ordinary shares who wish to receive special voting shares upon completion of the Merger are required to follow the procedures (the *Initial Allocation Procedures*) as described in the FIAT corporate documents which will be made available on the corporate website of FIAT (www.fiatspa.com) when the extraordinary general meeting of shareholders of FIAT for the purposes of approving the entering into the Merger is called (the ***FIAT Extraordinary Meeting of Shareholders***). The essential characteristics of the special voting shares are further set out in the FCA proposed articles of association attached as Schedule 4 to these Common Cross-Border Merger Terms and in the terms and conditions of FCA special voting shares (the ***Special Voting Share Terms***) attached to these Common Cross-Border Merger Terms as Schedule 5.

For the avoidance of doubt, these special voting shares are not part of the exchange ratio set out under Section 8.1 below.

6.4 FIAT non ha emesso azioni senza diritto di voto o prive del diritto di partecipazione agli utili. Non trovano, pertanto, applicazione la Sezione 2:326 da (d) a (f) del Codice Olandese e l'accordo di remunerazione speciale (*bijzondere schadeloosstellingsregeling*) di cui alla Sezione 2:330a del Codice Olandese.

7. ULTERIORI DIRITTI E BENEFICI VANTATI NEI CONFRONTI DI FCA

7.1 In relazione a qualsivoglia piano di incentivazione basato su strumenti finanziari adottato da FIAT prima della Data di Efficacia della Fusione, i beneficiari del piano riceveranno in un momento immediatamente successivo alla Data di Efficacia della Fusione, per ogni diritto detenuto (i ***Diritti***), diritti con contenuto e natura analoghi rispetto a FCA.

7.2 Fatta eccezione per i titolari dei Diritti di cui al precedente Paragrafo 7.1, non vi sono persone, diverse dagli azionisti di FIAT, che, per quanto noto, possano vantare diritti speciali nei confronti di FIAT, quali diritti particolari alla distribuzione degli utili ovvero all'acquisto di azioni di nuova emissione di FIAT. Pertanto, FCA non dovrà riconoscere diritti particolari né dovrà pagare alcun compenso a qualsivoglia soggetto.

7.3 Ad eccezione delle previsioni relative alle azioni a voto speciale descritte nel precedente Paragrafo 6.3, non sono attribuiti diritti o imposti obblighi agli azionisti di FIAT ulteriori rispetto a quelli previsti dal diritto italiano o dallo statuto sociale di FIAT né sono attribuiti diritti o imposti obblighi agli azionisti di FCA ulteriori rispetto a quelli previsti dal diritto olandese o dallo statuto sociale di FCA.

7.4 Alla data odierna, FIAT e FCA non hanno emesso azioni di categorie diverse dalle azioni ordinarie.

6.4 FIAT does not have any shares outstanding that are non-voting shares or non-profit-sharing shares. Therefore, Section 2:326 sub (d) to (f) of the DCC and the special compensation arrangement (*bijzondere schadeloosstellingsregeling*) as referred to in Section 2:330a of the DCC do not apply.

7. OTHER RIGHTS AND COMPENSATIONS CHARGEABLE TO FCA

7.1 In connection with any outstanding compensation plans based on financial instruments adopted by FIAT prior to the Merger Effective Date, the beneficiaries of said plans shall be awarded, for each right held (the ***Equity Rights***), immediately following the Merger Effective Date, a comparable right with respect to FCA.

7.2 Other than holders of Equity Rights as set out under Section 7.1 above, there are no persons who, in any other capacity than as FIAT shareholder, are known to have special rights against FIAT such as rights to participate in profit distributions or rights to acquire newly issued shares in the capital of FIAT. Therefore no similar special rights are due and no compensation shall be paid to anyone on account of FCA.

7.3 With the exception of the provisions relating to special voting shares described in Section 6.3 above, no rights and obligations in addition to those provided for under Italian law or the articles of association of FIAT apply to the shareholders of FIAT and no rights and obligations in addition to those provided for under Dutch law or the articles of association of FCA apply to the shareholders of FCA.

7.4 FIAT and FCA do not currently have any shares other than, respectively, ordinary shares and common shares in issue.

8. RAPPORTO DI CAMBIO

8.1 Come conseguenza dell'efficacia della Fusione, ciascun titolare di azioni FIAT alla Data di Efficacia della Fusione riceverà una Azione Ordinaria FCA (avente valore nominale di Euro 0,01 ciascuna) per ogni azione ordinaria di FIAT dallo stesso detenuta (avente valore nominale di Euro 3,58 ciascuna) (il ***Rapporto di Cambio***).

Nel contesto della Fusione, non saranno effettuati altri pagamenti ai sensi del Rapporto di Cambio.

8.2 Su richiesta di FCA, KPMG Accountants N.V. predisporrà una relazione sulla congruità del Rapporto di Cambio ai sensi della Sezioni 2:328, comma 1, e 2:333g del Codice Olandese. Tale relazione sarà messa a disposizione del pubblico ai sensi delle applicabili disposizioni legislative e regolamentari.

8.3 Su richiesta di FIAT, Ernst & Young S.p.A. predisporrà una relazione sulla congruità del Rapporto di Cambio. La suddetta relazione sarà messa a disposizione del pubblico ai sensi delle applicabili disposizioni legislative e regolamentari.

9. DATA DI GODIMENTO DELLE AZIONI ORDINARIE FCA

Ciascuna Azione Ordinaria FCA darà diritto alla partecipazione agli utili eventuali relativi al 2014 di FCA, proporzionalmente alla rispettiva partecipazione al capitale sociale di FCA. Nessun diritto particolare ad ottenere dividendi sarà riconosciuto in relazione alla Fusione.

10. IMPATTO DELLA FUSIONE SULLE ATTIVITÀ DI FIAT

Successivamente alla Data di Efficacia della Fusione, le attività di FIAT saranno proseguite da FCA.

8. THE SHARE EXCHANGE RATIO

8.1 As a result of the Merger becoming effective, each holder of one or more ordinary shares in the share capital of FIAT on the Merger Effective Date shall receive one FCA Common Share with a nominal value of Euro 0.01 each for each ordinary share in FIAT with a nominal value of Euro 3.58 each (the ***Exchange Ratio***).

No other payments shall be made pursuant to the Exchange Ratio in connection with the Merger.

8.2 At the request of FCA, KPMG Accountants N.V. will prepare a statement in relation to the fairness of the Exchange Ratio in accordance with Sections 2:328, paragraph 1, and 2:333g of the DCC. This statement will be made available to the public in accordance with applicable laws and regulations.

8.3 At the request of FIAT, Ernst & Young S.p.A. will prepare a statement in relation to the fairness of the Exchange Ratio. This statement will be made available to the public in accordance with applicable laws and regulations.

9. THE DATE AS OF WHICH THE FCA COMMON SHARES WILL CARRY ENTITLEMENT TO PARTICIPATION IN THE PROFITS OF FCA

Each FCA Common Share will carry entitlement to participation in the 2014 profits, if any, of FCA in proportion to the relevant participation in the nominal share capital of FCA. No particular rights to the dividends will be granted in connection with the Merger.

10. IMPACT OF THE MERGER ON THE ACTIVITIES OF FIAT

Following the Merger Effective Date, the activities of FIAT shall be continued by FCA.

11. PROBABILI CONSEGUENZE DELLA FUSIONE SULL'OCCUPAZIONE

Non si prevede che la Fusione abbia effetti significativi sui dipendenti di FIAT. Attualmente FCA non ha alcun dipendente.

Nonostante non vi siano impatti significativi sui dipendenti e/o sull'occupazione, FIAT avvierà la procedura di consultazione prevista dall'Articolo 47 della Legge n. 428 del 29 dicembre 1990, come modificata.

Inoltre, secondo quanto previsto dall'Articolo 8 del Decreto Legislativo 108, la relazione illustrativa predisposta dal Consiglio di Amministrazione di FIAT (la ***Relazione FIAT***) sarà messa a disposizione dei rappresentanti dei dipendenti di FIAT almeno 30 giorni prima dell'Assemblea Straordinaria di FIAT.

La Relazione FIAT e la relazione illustrativa predisposta dal Consiglio di Amministrazione di FCA (la ***Relazione FCA***) sono allegate al presente Progetto Comune di Fusione Transfrontaliera rispettivamente quali Allegato 1 e Allegato 2.

12. INFORMAZIONI SULLE PROCEDURE PER LA PARTECIPAZIONE DEI DIPENDENTI NELLA DEFINIZIONE DEI LORO DIRITTI DI CO-DETERMINAZIONE IN FCA

L'Articolo 19 del Decreto Legislativo 108, che regola la partecipazione dei dipendenti, non trova applicazione con riferimento alla Fusione poiché FCA, quale società incorporante nel contesto della Fusione, non è una società italiana e, inoltre, né FIAT né FCA sono amministrate in regime di partecipazione dei dipendenti ai sensi della Direttiva 2005/56/CE del 26 ottobre 2005 sulle fusioni transfrontaliere di società di capitali.

11. EXPECTED EFFECTS OF THE MERGER ON EMPLOYMENT

The Merger is not expected to have any significant impact on the employees of FIAT. FCA does not currently have any employees.

Notwithstanding the fact that there is no significant impact on employees and/or employment, FIAT will carry out the consultation procedure set out under Article 47 of Italian Law no. 428 of December 29, 1990, as amended.

Additionally, in accordance with the provisions of Article 8 of Legislative Decree 108, the FIAT Board's report (the ***FIAT Directors Report***) will be made available to the representatives of FIAT's employees at least 30 days prior to the FIAT Extraordinary Meeting of Shareholders.

The FIAT Directors Report and the report prepared by the Board of FCA (the ***FCA Board Report***) are attached hereto as Schedules 1 and 2, respectively.

12. INFORMATION ON THE PROCEDURES FOR THE INVOLVEMENT OF EMPLOYEES IN DEFINING THEIR CO-DETERMINATION RIGHTS IN FCA

Article 19 of Legislative Decree 108 regulating participation of employees is not applicable to the Merger since FCA as the surviving company in the Merger is not an Italian company and neither FIAT nor FCA applies an employee participation system within the meaning of EU Directive 2005/56/EC of October 26, 2005 on cross-border mergers of limited liability companies.

Alla luce di quanto sopra, non dovranno essere costituiti particolari organismi ai fini della negoziazione, né altre azioni di qualsivoglia natura dovranno essere intraprese con riferimento alla partecipazione dei dipendenti nell'ambito della prospettata Fusione.

In the light of the above, no special negotiation body will be set up and no other action whatsoever will be taken with regard to employee participation in the context of the contemplated Merger.

13. INFORMAZIONI SULLA VALUTAZIONE DELLE ATTIVITÀ E PASSIVITÀ CHE DOVRANNO ESSERE TRASFERITE A FCA E SULLA DATA DEL PIÙ RECENTE BILANCIO ANNUALE O SITUAZIONE INFRA-ANNUALE

13.1 Il valore delle attività e passività di FIAT che saranno acquisite da FCA alla Data di Efficacia della Fusione sarà determinato con riferimento al loro valore di bilancio alla Data di Efficacia della Fusione. Tali attività e passività sono indicate con riferimento alla data del 31 dicembre 2013 nel bilancio di esercizio di FIAT per l'esercizio 2013, approvato dall'assemblea di FIAT in data 31 marzo 2014.

13.2 Le condizioni della Fusione sono state determinate sulla base del bilancio di esercizio di FIAT alla data del 31 dicembre 2013 e della situazione patrimoniale intermedia di FCA al 1° aprile 2014.

Una copia di tale bilancio e della situazione patrimoniale è allegata al presente Progetto Comune di Fusione Transfrontaliera rispettivamente quale Allegato 6 e Allegato 7.

14. AVVIAMENTO E RISERVE DISTRIBUIBILI DI FCA

14.1 Poiché la Fusione viene effettuata a valore di bilancio, non vi saranno impatti sull'avviamento salvo il fatto che il valore dell'avviamento rappresentato alla data odierna nel bilancio di FIAT sarà rappresentato allo stesso modo nel bilancio di FCA.

13. INFORMATION ON THE VALUATION OF THE ASSETS AND LIABILITIES TO BE TRANSFERRED TO FCA AND THE DATE OF THE MOST RECENTLY ADOPTED STATUTORY FINANCIAL STATEMENTS OR INTERIM BALANCE SHEET

13.1 The value of the assets and liabilities of FIAT to which FCA will succeed as of the Merger Effective Date will be determined on the basis of the relevant book value as of the Merger Effective Date. These assets and liabilities are indicated as of December 31, 2013 in the statutory financial statements at December 31, 2013 approved by FIAT shareholders' meeting on March 31, 2014.

13.2 The conditions of the Merger have been established on the basis of the statutory financial statements at December 31, 2013 of FIAT and the interim balance sheet at April 1, 2014 of FCA.

A copy of those merger accounts is attached hereto as Schedule 6 and Schedule 7, respectively.

14. GOODWILL AND DISTRIBUTABLE RESERVES OF FCA

14.1 As the Merger takes place on the basis of the book value, there will be no goodwill impact; the amount of goodwill currently recorded in the books of FIAT will be equally recorded on the same basis in the books of FCA.

14.2 Per effetto della Fusione, le riserve liberamente distribuibili (*vrij uitkeerbare reserves*) di FCA saranno incrementate per un ammontare pari alla differenza tra il valore di: (A) le attività, passività e gli altri rapporti giuridici di FIAT (sulla base del bilancio di esercizio di FIAT al 31 dicembre 2013) nelle quali FCA subentrerà in conseguenza della Fusione e (B) la somma del valore nominale di tutte le Azioni Ordinarie FCA, pari a Euro 0,01 ciascuna, da assegnare per effetto della Fusione, e le riserve che FCA deve istituire e mantenere ai sensi della legge olandese e dello statuto, nella versione in vigore alla Data di Efficacia della Fusione.

15. DIRITTO DI RECESSO DEGLI AZIONISTI DI FIAT

15.1 Gli azionisti di FIAT che non votino a favore del presente Progetto Comune di Fusione Transfrontaliera (gli ***Azionisti Legittimati***) saranno legittimati ad esercitare il loro diritto di recesso ai sensi:

(i) dell'Articolo 2437, comma 1, lettera (c) del Codice Civile, in quanto la sede legale di FIAT sarà trasferita fuori dall'Italia;

(ii) dell'Articolo 2437-*quinquies* del Codice Civile, in quanto le azioni di FIAT saranno escluse dalla quotazione sul Mercato Telematico Azionario; e

(iii) dell'Articolo 5 del Decreto Legislativo 108, in quanto FCA è soggetta al diritto di un paese diverso dall'Italia (*i.e.*, Olanda).

Alla luce del fatto che i suddetti eventi avranno luogo per effetto del perfezionamento della Fusione, l'efficacia dell'esercizio del diritto di recesso da parte degli azionisti di FIAT è sospensivamente condizionata al fatto che la Fusione diventi efficace.

14.2 As a result of the Merger, the freely distributable reserves (*vrij uitkeerbare reserves*) of FCA shall increase with the difference between the value of: (A) the assets, liabilities and other legal relationships of FIAT (based on FIAT's statutory financial statements at December 31, 2013) to which FCA will succeed on the occasion of the Merger and (B) the sum of the nominal value of all FCA Common Shares, with a nominal value of Euro 0.01 each, being allotted on the occasion of the Merger becoming effective, and the reserves FCA must maintain as a matter of Dutch law and its articles of association as they will read as of the Merger Effective Date.

15. CASH EXIT RIGHTS FOR FIAT SHAREHOLDERS

15.1 FIAT shareholders who do not vote in favour of these Common Cross-Border Merger Terms (the ***Qualifying Shareholders***) will be entitled to exercise their cash exit rights pursuant to:

(i) Article 2437, paragraph 1, letter (c) of the ICC, given that FIAT's registered office is to be transferred outside Italy;

(ii) Article 2437-*quinquies* of the ICC, given that FIAT's shares will be delisted from the Mercato Telematico Azionario; and

(iii) Article 5 of Legislative Decree 108, given that FCA is organized and managed under the laws of a country other than Italy (*i.e.*, the Netherlands).

Given that those events will only occur upon the completion of the Merger, any exercise of the cash exit rights by FIAT shareholders is conditional upon the Merger being completed.

15.2 Ai sensi dell'Articolo 2437-*bis* del Codice Civile, gli Azionisti Legittimati potranno esercitare il loro diritto di recesso, in relazione a parte o a tutta la partecipazione detenuta, inviando una comunicazione a mezzo raccomandata A/R alla sede legale di FIAT non oltre 15 giorni successivi all'iscrizione presso il Registro delle Imprese di Torino della delibera dell'Assemblea Straordinaria di FIAT. La notizia dell'avvenuta iscrizione sarà pubblicata sul quotidiano *La Stampa* e sul sito internet di FIAT.

15.3 Ai sensi dell'Articolo 2437-*ter* del Codice Civile, il prezzo di liquidazione da riconoscere agli azionisti di FIAT che abbiano esercitato il diritto di recesso sarà equivalente alla media aritmetica del prezzo di chiusura delle azioni ordinarie di FIAT (come calcolato da Borsa Italiana S.p.A.) nei 6 mesi che precedono la pubblicazione dell'avviso di convocazione dell'Assemblea Straordinaria di FIAT. FIAT informerà gli azionisti circa il prezzo di liquidazione ai sensi delle applicabili disposizioni legislative e regolamentari.

15.4 Una volta scaduto il periodo di 15 giorni e prima che la Fusione diventi efficace, le azioni in relazione alle quali sia stato esercitato il diritto di recesso saranno offerte agli altri azionisti. Successivamente le azioni invendute potranno essere offerte sul mercato per non meno di un giorno di negoziazione ai sensi della normativa applicabile. La suddetta procedura di offerta e vendita, nonché il pagamento di ogni corrispettivo dovuto ai sensi della normativa applicabile a fronte del recesso, saranno condizionati al perfezionamento della Fusione.

15.5 Contestualmente alla Data di Efficacia della Fusione ovvero in un momento poco successivo, gli azionisti che abbiano esercitato il diritto di recesso riceveranno il valore di liquidazione delle loro azioni tramite i rispettivi intermediari depositari.

15.6 Se la Fusione non fosse perfezionata, le azioni ordinarie FIAT in relazione alle quali sia stato esercitato il diritto di recesso continueranno

15.2 In accordance with Article 2437-*bis* of the ICC, Qualifying Shareholders may exercise their cash exit rights, in relation to some or all of their shares, by sending notice via registered mail to the registered offices of FIAT no later than 15 days following registration with the Companies' Register of Turin of the minutes of the FIAT Extraordinary Meeting of Shareholders. Notice of the registration will be published in the daily newspaper *La Stampa* and on the FIAT corporate website.

15.3 In accordance with Article 2437-*ter* of the ICC, the redemption price payable to FIAT shareholders exercising cash exit rights will be equivalent to the arithmetic average of the daily closing price (as calculated by Borsa Italiana S.p.A.) of FIAT ordinary shares for the six-month period prior to the date of publication of the notice calling the FIAT Extraordinary Meeting of Shareholders. FIAT will provide shareholders with information relating to the redemption price in accordance with the applicable laws and regulations.

15.4 Once the 15-day exercise period has expired, the shares with respect to which exit rights have been exercised will be offered by FIAT before the Merger becomes effective to its then existing shareholders. Subsequently, if any such shares remain unsold, they may be offered on the market for no less than one trading day in accordance with applicable laws and regulations. Completion of the above offer and sale procedure, as well as payment of any cash exit right due pursuant to applicable law will be conditional on the closing of the Merger.

15.5 On the Merger Effective Date or shortly thereafter, the shareholders who have exercised cash exit rights shall receive the cash exit price through the relevant depositaries.

15.6 If the Merger will not be completed, the FIAT ordinary shares in relation to which cash exit rights have been exercised will continue to be held by

ad essere di proprietà degli azionisti che abbiano esercitato il recesso, senza che nessun pagamento sia effettuato in favore dei suddetti azionisti e le azioni ordinarie FIAT non saranno revocate dalla quotazione sul Mercato Telematico Azionario.

15.7 La Fusione non legittimerà l'esercizio di alcun diritto di recesso secondo quanto previsto dal presente Paragrafo 15 per quanto riguarda l'azionariato di FCA.

16. APPROVAZIONE DELLA DELIBERA RELATIVA ALLA FUSIONE

16.1 Ai sensi dell'Articolo 2502 del Codice Civile, il presente Progetto Comune di Fusione Transfrontaliera, approvato del Consiglio di Amministrazione di FIAT, richiede l'approvazione dell'Assemblea Straordinaria di FIAT.

16.2 L'assemblea degli azionisti di FCA dovrà approvare la Fusione ai sensi del presente Progetto Comune di Fusione Transfrontaliera prima che il Consiglio di Amministrazione di FCA sia autorizzato a stipulare l'atto di Fusione.

16.3 La delibera di procedere alla Fusione non richiede la preventiva approvazione da parte di terzi.

17. FORMALITÀ PRELIMINARI ALLA FUSIONE, APPROVAZIONI E CONDIZIONI

17.1 Il perfezionamento della Fusione è condizionato all'avveramento o alla rinuncia (per iscritto) ad opera delle Società, ove consentito dalle applicabili disposizioni, prima della Data del Closing delle seguenti condizioni:

the shareholders who exercised such rights, no payment will be made to such shareholders and FIAT's ordinary shares will not be delisted from the Mercato Telematico Azionario.

15.7 The Merger will not trigger any cash exit rights as described in this Section 15 for the shareholders of FCA.

16. APPROVAL OF THE RESOLUTIONS TO ENTER INTO THE MERGER

16.1 In accordance with Article 2502 of the ICC, the resolution of the Board of FIAT approving these Common Cross Border Merger Terms requires the approval of the FIAT Extraordinary Meeting of Shareholders.

16.2 The general meeting of shareholders of FCA will need to resolve upon the Merger on the basis of these Common Cross-Border Merger Terms before the Board of FCA is authorised to have the notarial deed in relation to the establishment of the Merger executed.

16.3 The resolution to enter into the Merger does not require the prior approval by a third party.

17. PRE-MERGER FORMALITIES, REQUIRED APPROVALS AND CONDITIONS

17.1 The completion of the Merger is subject to the satisfaction or, to the extent permitted by applicable law, the waiver (in writing) by both Companies prior to the Closing Date of the following conditions:

(i) le Azioni Ordinarie FCA, che dovranno essere emesse e assegnate ai titolari di azioni ordinarie di FIAT per effetto della Fusione, siano state ammesse a quotazione sul NYSE con provvedimento subordinato all'emissione delle azioni stesse;

(ii) nessuna entità governativa di una giurisdizione competente abbia approvato, emesso, promulgato, attuato o presentato qualsivoglia provvedimento o atto in corso di validità che vieti l'esecuzione della Fusione secondo quanto ivi previsto e nessun provvedimento sia stato approvato, promulgato o attuato da alcuna entità governativa di una giurisdizione competente che abbia l'effetto di proibire o rendere invalida l'esecuzione della Fusione;

(iii) l'ammontare in denaro eventualmente da pagarsi (a) ai sensi dell'Articolo 2437-*quater* del Codice Civile agli azionisti di FIAT che abbiano esercitato il diritto di recesso in relazione alla Fusione e/o (b) ai creditori che abbiano proposto opposizione alla Fusione ai sensi di legge, non ecceda complessivamente l'importo di Euro 500 milioni; e

(iv) l'approvazione della Fusione da parte dell'Assemblea Straordinaria di FIAT.

17.2 Le Società comunicheranno al mercato le informazioni rilevanti relative al soddisfacimento o al mancato avveramento delle condizioni sospensive di cui sopra in conformità alle disposizioni legislative e regolamentari applicabili.

17.3 La Fusione non sarà efficace se non successivamente:

(i) al ricevimento di una dichiarazione del Tribunale di Amsterdam, Olanda, che affermi che nessun creditore ha proposto

(i) FCA Common Shares which are to be allotted to FIAT shareholders in connection with the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

(ii) no governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order or act which is in effect and prohibits consummation of the Merger in accordance with the terms set forth herein and no order shall have been enacted, entered, promulgated or enforced by any governmental entity of competent jurisdiction which prohibits or makes illegal the consummation of the Merger;

(iii) the amount of cash, if any, required to be paid to (a) FIAT shareholders exercising cash exit rights under Article 2437-*quater* of the ICC, and/or (b) creditors exercising their creditor opposition rights, shall not exceed in the aggregate Euro 500 million; and

(iv) the approval of the Merger by the FIAT Extraordinary Meeting of Shareholders.

17.2 The Companies will communicate information regarding the satisfaction of or failure to satisfy the above conditions precedent to the market in accordance with the applicable laws and regulations.

17.3 The Merger shall not be established other than after:

(i) a declaration shall have been received from the local district court in Amsterdam, the Netherlands that no creditor has opposed to the

opposizione alla Fusione ai sensi della Sezione 2:316 del Codice Olandese o, nel caso in cui sia stata proposta opposizione ai sensi della Sezione 2:316 del Codice Olandese, una dichiarazione relativa all'estinzione o abbandono di tale opposizione;

(ii) sia decorso il termine di 60 giorni dalla data di iscrizione della deliberazione dell'Assemblea Straordinaria di FIAT presso il Registro delle Imprese di Torino senza che nessun creditore di FIAT abbia proposto opposizione ai sensi della legge applicabile ovvero tale termine sia spirato anticipatamente ai sensi della legge applicabile ovvero qualora, in caso sia proposta opposizione, tale opposizione sia stata rinunciata o respinta o altrimenti sia stato emesso un provvedimento che consenta di effettuare la Fusione ai sensi dell'articolo 2445 del Codice Civile; e

(iii) alla consegna al notaio olandese da parte del notaio italiano scelto da FIAT del certificato preliminare di conformità della fusione; tale certificato rappresenta il certificato preliminare alla fusione ai sensi della Direttiva Europea 2005/56/CE del Parlamento Europeo e del Consiglio del 26 ottobre 2005 sulle fusioni transfrontaliere delle società di capitali.

18. FORMALITÀ PER LA FIRMA, LEGGE APPLICABILE

18.1 Ai sensi della Sezione 2:312, commi 3 e 4, del Codice Olandese, il presente Progetto Comune di Fusione Transfrontaliera dovrà essere sottoscritto da ciascun membro dei Consigli di Amministrazione sia di FIAT sia di FCA. Il presente Progetto Comune di Fusione Transfrontaliera sarà efficace non appena sottoscritto da tutti i soggetti obbligati.

Merger pursuant to Section 2:316 of the DCC or, in case of any opposition pursuant to Section 2:316 of the DCC, a declaration that such opposition was withdrawn or discharged;

(ii) the 60 day-period following the date upon which the resolution of the FIAT Extraordinary Meeting of Shareholders has been registered with the Companies' Register of Turin shall have expired without any FIAT creditors having opposed to the Merger pursuant to applicable law or such period have been earlier terminated pursuant to applicable law or, where an opposition is filed, this opposition has been withdrawn or discharged or an order allowing the Merger has been issued pursuant to article 2445 of the ICC; and

(iii) delivery by the Italian public notary selected by FIAT of the pre-merger compliance certificate to the Dutch civil law notary, such certificate being the pre-merger scrutiny certificate pursuant to the EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies.

18. SIGNING FORMALITIES, GOVERNING LAW

18.1 Pursuant to Section 2:312, paragraph 3 and 4, of the DCC, these Common Cross-Border Merger Terms will have to be signed by each member of the Boards of each of FCA and FIAT. These Common Cross-Border Merger Terms will come into effect, when legally signed by all signatories.

18.2 Per ogni questione che non sia obbligatoriamente soggetta al diritto applicabile a FIAT (ossia la legge italiana), il presente Progetto Comune di Fusione Transfrontaliera sarà regolato e interpretato in conformità alle leggi olandesi.

Ogni controversia fra le Società circa la validità, l'interpretazione o l'attuazione del presente Progetto Comune di Fusione Transfrontaliera sarà soggetta alla competenza esclusiva delle corti olandesi, salvo diverse disposizioni inderogabili di legge.

Data: 15 giugno 2014

Allegato 1:	Relazione illustrativa di FIAT (Italiano)
	Relazione illustrativa di FIAT (Inglese)
Allegato 2:	Relazione illustrativa di FCA (Italiano)
	Relazione illustrativa di FCA (Inglese)
Allegato 3:	Versione attuale dello statuto di FCA (Italiano)
	Versione attuale dello statuto di FCA (Inglese)
	Versione attuale dello statuto di FCA (Olandese)
Allegato 4:	Versione proposta dello statuto di FCA (Italiano)
	Versione proposta dello statuto di FCA (Inglese)
	Versione proposta dello statuto di FCA (Olandese)

18.2 For all matters that are not mandatorily subject to the laws applicable to FIAT (i.e. Italian law), these Common Cross-Border Merger Terms shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

Any dispute between the Companies as to the validity, interpretation or performance of these Common Cross-Border Merger Terms shall be submitted to the exclusive jurisdiction of the Dutch courts, unless otherwise provided for by mandatory provisions of law.

Dated: June 15, 2014

Schedule 1:	FIAT board report (Italian)
	FIAT board report (English)
Schedule 2:	FCA board report (Italian)
	FCA board report (English)
Schedule 3:	Current Articles of Association of FCA (Italian)
	Current Articles of Association of FCA (English)
	Current Articles of Association of FCA (Dutch)
Schedule 4:	Proposed Articles of Association of FCA (Italian)
	Proposed Articles of Association of FCA (English)
	Proposed Articles of Association of FCA (Dutch)

Allegato 5:	Termini e condizioni delle azioni a voto speciale (Italiano) Termini e condizioni delle azioni a voto speciale (Inglese)	Schedule 5:	Terms and conditions of the special voting shares (Italian) Terms and conditions of the special voting shares (English)
Allegato 6:	Bilancio di esercizio FIAT al 31 dicembre 2013 (Italiano) Bilancio di esercizio di FIAT al 31 dicembre 2013 (Inglese)	Schedule 6:	FIAT statutory financial statements at 31 December 2013 (Italian) FIAT statutory financial statements at 31 December 2013 (English)
Allegato 7:	Situazione patrimoniale intermedia di FCA al 1° aprile 2014 (Italiano) Situazione patrimoniale intermedia di FCA al 1° aprile 2014 (Inglese)	Schedule 7:	FCA interim balance sheet at April 1, 2014 (Italian) FCA interim balance sheet at April 1, 2014 (English)

PROGETTO COMUNE DI FUSIONE TRANSFRONTALIERA / COMMON CROSS-BORDER MERGER TERMS

Fiat Investments N.V.

Consiglio di Amministrazione / Board of Directors

Sergio Marchionne Executive member and CEO	Richard K. Palmer Executive member	Derek J. Neilson Non-executive member

Fiat S.p.A.

Consiglio di Amministrazione / Board of Directors

Sergio Marchionne	Tiberto Brandolini d'Adda
John Elkann	René Carron
Andrea Agnelli	Luca Cordero di Montezemolo
Joyce Victoria Bigio	Gian Maria Gros-Pietro
Patience Wheatcroft	

REPORT OF THE BOARD OF DIRECTORS OF FIAT S.P.A. ON THE COMMON CROSS-BORDER MERGER TERMS RELATING TO THE MERGER BY ABSORPTION OF FIAT S.P.A. WITH AND INTO FIAT INVESTMENTS N.V.

This report was prepared pursuant to Article 2501-*quinquies* of the Italian Civil Code, Article 8 of the Legislative Decree no. 108 of May 30, 2008 and Article 70, paragraph 2, of the regulation implemented through the Consob resolution no. 11971/1999.

Dear Shareholders,

we hereby submit to your approval the common cross-border merger terms relating to the merger by absorption (*fusione per incorporazione*) of Fiat S.p.A. ("**Fiat**") with and into Fiat Investments N.V., which company will upon completion of the cross-border merger be renamed "Fiat Chrysler Automobiles N.V." ("**FCA**" and, together with Fiat, the "**Merging Companies**").

This report was prepared pursuant to Article 2501-*quinquies* of the Italian Civil Code (the "**Italian Civil Code**"), Article 8 of the Legislative Decree no. 108 of May 30, 2008 ("**Legislative Decree 108**") and, since Fiat's shares are listed, among the others, on the Mercato Telematico Azionario organized and managed by Borsa Italiana S.p.A. ("**Mercato Telematico Azionario**"), Article 70, paragraph 2, of the Consob Resolution no. 11971/1999 (the "**Issuers' Regulation**") and in compliance with the Scheme no. 1 of Annex 3A of the above Issuers' Regulation (the "**Report**").

1 DESCRIPTION AND RATIONALE OF THE PROPOSED TRANSACTION

1.1 Description of the Transaction

Introduction

This Report was prepared by the board of directors of Fiat (the "**Fiat Board of Directors**") for the purpose of describing the merger by absorption of Fiat with and into FCA (the "**Merger**" or the "**Transaction**"). FCA is a wholly-owned direct subsidiary of Fiat and a separate illustrative report has been prepared by the board of directors of FCA (the "**FCA Board of Directors**" and, together with Fiat Board of Directors, the "**Boards of Directors**").

The Merger qualifies as a cross-border merger within the meaning of the provisions of EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies, implemented for Dutch law purposes under Title 2.7 of the Dutch Civil Code (the "**Dutch Civil Code**") and for Italian law purposes by Legislative Decree 108.

A common cross-border merger terms has been jointly prepared by the Boards of Directors and will be submitted for approval to Fiat shareholders and to FCA's sole shareholder at the relevant extraordinary general meetings (the "**Common Merger Terms**").

Public documents

In connection with the Transaction and pursuant to Article 2501-*septies* of the Italian Civil Code and Article 70, paragraph 1, of the Issuers' Regulation, in addition to this Report and to the board report prepared by FCA, the following documents will be published, pursuant to the applicable laws and regulations and, in particular, on the Fiat website (www.fiatspa.com) and made available for inspection at the registered seat of Fiat and the principal executive offices of FCA by whomever is entitled to so inspect them by applicable law:

(i) the Common Merger Terms, as approved by Fiat Board of Directors on June 15, 2014 and by FCA Board of Directors on May 27, 2014;

(ii) the expert report to be prepared by Ernst & Young S.p.A. ("**E&Y**") for the benefit of Fiat (the "**Fiat Expert Report**") and the expert report to be prepared by KPMG Accountants N.V. for the benefit of FCA, pursuant to Section 2:328, paragraphs 1 and 2, of the Dutch Civil Code (the "**FCA Expert Report**") on the Exchange Ratio (as defined below);

(iii) the Fiat statutory financial statements as of December 31, 2013 and the FCA interim balance sheet as of April 1, 2014, pursuant to Article 2501-*quater* of the Italian Civil Code and Section 2:314 of the Dutch Civil Code;

(iv) the 2013, 2012 and 2011 statutory financial statements of Fiat, together with the relevant reports attached thereto; with regard to FCA, no financial statements are made available in the light of the fact that, as of the date of this Report, the first financial year of FCA is not yet completed.

The Common Merger Terms will be filed with: (i) the Turin Companies' Register pursuant to applicable law and (ii) the Dutch Trade Register and communicated to the public in the Netherlands through a notice in the newspaper *Het Financieele Dagblad* and in the Dutch State Gazette.

The one-month period established in connection with the possible opposition by creditors to the Merger under Section 2:316 of the Dutch Civil Code, will start upon the publication of the above mentioned notices; the term established in connection with the opposition to the Merger by Fiat creditors will last 60 days from the date of registration with the Turin Companies' Register of the resolution approving the Merger by the Fiat extraordinary shareholders' meeting.

The information document to be prepared pursuant to Article 70, paragraph 6, of the Issuers' Regulation will be published at least 15 calendar days prior to the extraordinary shareholders' meeting of Fiat called to resolve upon the Common Merger Terms in accordance with the applicable laws and regulations.

Purpose of the Transaction

The main purpose of the Merger is to better reflect the increasingly global nature of the group's business, enhance its appeal to international investors and facilitate the listing and trading of FCA Common Shares (as defined under Section 4 below) on the New York Stock Exchange (the "**NYSE**"), taking into account the recently completed acquisition by Fiat, through a subsidiary, of a 100% ownership interest in Chrysler Group LLC.

The Fiat Board of Directors believes that a holding company and a sole Italian listing are no longer optimal for the increasingly global character of the group's business also in the light of the capital markets needs of the business. In this regard, Fiat Board of Directors expects the following benefits from the Transaction:

- create a well-established, investor friendly corporate form that will improve flexibility in raising capital or making strategic acquisitions or investments in the future;
- enhance the access to capital with the double listing on the NYSE and the MTA that will improve the liquidity of the shares as well as the ability to access a deeper pool of equity and debt financing sources; and
- increase the strategic flexibility of the group to pursue attractive acquisition and strategic investments opportunities and reward long-term shareholding.

The Exchange Ratio

In connection with the Merger, each Fiat shareholder on the Merger Effective Date (as defined below) shall receive one FCA Common Share (as defined under Section 4 below) with a nominal value of Euro 0.01 each for each ordinary share in Fiat with a nominal value of Euro 3.58 each (the "**Exchange Ratio**"). No other payments shall be made pursuant to the Exchange Ratio in connection with the Merger.

The Exchange Ratio, approved by the Boards of Directors, will be examined for the purpose of the issuance of the opinion on its fairness by the experts appointed by Fiat and FCA pursuant to Section 2:328 of the Dutch Civil Code. For further information on the Exchange Ratio, please refer to Section 3 below.

1.2 Conditions precedent

The completion of the Merger is subject to the satisfaction or, to the extent permitted by applicable law, the waiver (in writing) by both Merging Companies prior to the Closing Date (as defined under Section 5 below) of the following conditions:

(i) FCA Common Shares which are to be allotted to Fiat shareholders in connection with the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

(ii) no governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order or act which is in effect and prohibits consummation of the Merger in accordance with the terms set forth herein and no order shall have been enacted, entered, promulgated or enforced by any governmental entity of competent jurisdiction which prohibits or makes illegal the consummation of the Merger;

(iii) the amount of cash, if any, required to be paid to (a) Fiat shareholders exercising cash exit rights under Article 2437-*quater* of the Italian Civil Code, and/or (b) creditors exercising their creditor opposition rights, shall not exceed in the aggregate Euro 500 million; and

(v) the approval of the Merger by the Fiat Extraordinary Meeting of Shareholders (as defined under Section 4 below).

The Merging Companies will communicate information regarding the satisfaction of or failure to satisfy the above conditions precedent to the market in accordance with applicable laws and regulations.

In addition to the conditions precedent mentioned above, the Merger shall not be established other than after:

(i) a declaration shall have been received from the local district court in Amsterdam, the Netherlands that no creditor has opposed to the Merger pursuant to Section 2:316 of the Dutch Civil Code or, in case of any opposition pursuant to Section 2:316 of the Dutch Civil Code, a declaration that such opposition was withdrawn or discharged;

(ii) the 60 day-period following the date upon which the resolution of the Fiat Extraordinary Meeting of Shareholders has been registered with the Companies' Register of Turin shall have expired without any Fiat creditors having opposed to the Merger pursuant to applicable law or such period have been earlier terminated pursuant to applicable law or, where an opposition is filed, this opposition has been withdrawn or discharged or an order allowing the Merger has been issued pursuant to article 2445 of the Italian Civil Code; and

(iii) delivery by the Italian public notary selected by Fiat of the pre-merger compliance certificate to the Dutch civil law notary, such certificate being the pre-merger scrutiny certificate pursuant to the EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies.

1.3 Companies participating in the Transaction

1.3.1 Fiat Investments N.V.

- Limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands;
- official seat in Amsterdam, the Netherlands;
- principal executive offices at 240 Bath Road, SL1 4DX, Slough, United Kingdom;
- issued share capital: Euro 350,000.00, fully paid-in, divided into no. 35,000,000 common shares, having a nominal value of Euro 0.01 each;
- authorized share capital of Euro 1,000,000.00;
- registration number with the Amsterdam Chamber of Commerce (*Kamer van Koophandel*): 60372958.

Following completion of the Merger, FCA will be the surviving company, will maintain its current legal form and official seat, and will therefore continue to be subject to the laws of the Netherlands.

It is expected that FCA will set up an Italian branch in Turin, Via Nizza 250 (Italy).

The articles of association of FCA in force as of the date of this Report have been established by deed of incorporation of FCA executed before a substitute of Guido Marcel Portier, civil law notary, officiating in Amsterdam, the Netherlands, on April 1, 2014 (the "**FCA Incorporation Date**") and a copy of these articles of association is attached to the Common Merger Terms as Schedule 3.

Upon the Merger becoming effective, FCA's articles of association will be in the form of the proposed articles of association attached to the Common Merger Terms as Schedule 4.

1.3.2 Fiat S.p.A.

- Joint stock company (*società per azioni*) organized under the laws of the Republic of Italy;
- registered office in Turin, Via Nizza 250;
- share capital: Euro 4,478,046,214.84, fully paid-in;
- no. 1,250,850,898 ordinary shares, having a nominal value of Euro 3.58 each, and listed on the Mercato Telematico Azionario, as well as on Euronext Paris and the Frankfurt stock exchange; and
- VAT code, tax code and registration number with the Turin Companies' Register: 00469580013.

In connection with the Merger, FCA Common Shares (as defined under Section 4 below) will be listed on the NYSE and they are expected to be listed on the Mercato Telematico Azionario to enhance investors' demand and trading liquidity. In the light of the fact that the volume of trading of Fiat ordinary shares on Euronext Paris and the Frankfurt stock exchange has historically been minimal, it is not expected that FCA will apply for listing FCA Common Shares (as defined under Section 4 below) on those stock exchanges following the Merger.

2 VALUES ATTRIBUTED TO THE MERGING COMPANIES IN THE TRANSACTION FOR THE PURPOSE OF DETERMINING THE EXCHANGE RATIO

The value of the assets and liabilities of Fiat to which FCA will succeed as of the Merger Effective Date will be determined on the basis of the relevant accounting net value as of the Merger Effective Date. These assets and liabilities are recorded as of December 31, 2013 in the Fiat statutory financial statements approved by the Fiat shareholders' meeting on March 31, 2014.

The conditions of the Merger have been established on the basis of the statutory financial statements as of December 31, 2013 of Fiat and the interim balance sheet as of April 1, 2014 of FCA, attached to the Common Merger Terms as Schedules 6 and 7, respectively.

3 THE EXCHANGE RATIO ESTABLISHED AND CRITERIA ADOPTED TO DETERMINE THE SAME

FCA has been incorporated as the wholly-owned direct subsidiary of Fiat. FCA's issued share capital is EUR 350,000. As a result of the Merger, FCA will succeed to all assets and assume all liabilities of Fiat and the value of FCA will equal the value of Fiat immediately prior to the Merger (considering the application of book value for this Merger). The shareholders of Fiat, as the sole parent company of the surviving company FCA, will receive one common share in the capital of FCA for each Fiat ordinary share held by them. As the value of each common share in the capital of FCA immediately after the Merger equals the value of each Fiat ordinary share immediately prior to the Merger, the one for one exchange ratio has been applied.

In the context of a merger, the objective of the Fiat Board of Directors' valuation is to estimate the "relative" equity values in order to determine the exchange ratio; the estimated relative values should not be taken as reference in different contexts.

The relative value of Fiat has been determined under the going-concern assumption and ignoring any potential economic and financial impacts of the Merger.

In the light of the above, and taking into account the objective of the valuation analysis, the methods applied as set out above are considered appropriate for the Merger.

No particular difficulties have arisen as a result of the valuation method used and as a result of the determination of this exchange ratio.

4 ALLOCATION OF SHARES IN FCA TO THE SHAREHOLDERS OF FIAT

Upon the Merger becoming effective, FCA will issue common shares having a nominal value of Euro 0.01 each, for allocation to the shareholders of Fiat, in exchange for their existing ordinary shares of Fiat (each having a nominal value of Euro 3.58), on the basis of the established Exchange Ratio, as specified under Section 3 above (the "**FCA Common Shares**").

The FCA Common Shares being allotted in connection with the Merger – to be listed, at the time of completion of the Merger, on the NYSE and subsequently on the Mercato Telematico Azionario – will be allotted in dematerialized form and delivered to shareholders through the relevant centralized clearing system with effect as of the Merger Effective Date (as defined in Section 5 below). Further information on the conditions and procedure for allocation of the assigned FCA Common Shares shall be included in a notice published on the website of Fiat, as well as on the daily newspaper *La Stampa*. Fiat and FCA will charge no costs to Fiat shareholders in relation to the shares exchange.

As a result of the Merger becoming effective, all the Fiat ordinary shares currently outstanding will be cancelled by operation of law and FCA shall continue to operate and own, as the case may be, all the existing business activities, shareholdings and other assets of Fiat.

All 35,000,000 FCA shares held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat after the date hereof that are held by Fiat at the time of completion of the Merger (including shares issued to Fiat, before the Merger Effective Date, in an amount equal to the number of Fiat shares that may be acquired by Fiat in connection with the exercise of cash exit rights by Fiat shareholders; such Fiat shares will be cancelled as a result of the Merger) will not be cancelled in accordance with Section 2:325, paragraph 3, of the DCC, but will continue to exist as shares held by FCA in its own capital, until transferred, otherwise disposed of or cancelled in accordance with the applicable provisions of Dutch law and FCA's articles of association.

According to Dutch law and FCA's articles of association, during the time that shares in FCA are held by FCA itself, these shares shall not be entitled to any distribution or voting rights. The shares held by FCA in its own capital may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations.

As further explained in the Common Merger Terms and its annexes, in connection with the Transaction, immediately upon the Merger Effective Date (as defined below under Section 5 below), FCA will issue special voting shares, with a nominal value of Euro 0.01 each, to those eligible shareholders of Fiat who have validly elected to receive such special voting shares upon completion of the Merger in addition to FCA Common Shares. Holders of Fiat ordinary shares who wish to receive special voting shares upon completion of the Merger are required to follow the procedures as described in the Fiat corporate documents which will be made available on the corporate website of Fiat (www.fiatspa.com) when the extraordinary general meeting of shareholders of Fiat for the purposes of approving the Common Merger Terms is called (the "**Fiat Extraordinary Meeting of Shareholders**"). The essential characteristics of the special voting shares are further set out in the FCA proposed articles of association attached as Schedule - 4 to the Common Merger Terms and in the terms and conditions of the FCA special voting shares (the "**Special Voting Share Terms**") attached to the Common Merger Terms as Schedule 5.

For the avoidance of doubt, those special voting shares are not part of the Exchange Ratio set out under Section 3 above.

The special voting shares will be assigned to those Fiat shareholders who shall have complied with certain requirements, including – without limitation: (i) attendance (in person or through a proxy) at the Fiat Extraordinary Meeting of Shareholders; (ii) holding of ordinary shares in the share capital of Fiat continuously from the record date concerning the Fiat Extraordinary Meeting of Shareholders to the Merger Effective Date; (iii) submission of a duly completed form (requesting FCA to register some or all of the FCA Common Shares to be acquired by such person upon the Merger in the Loyalty Register, as defined below, and applying for a corresponding number of special voting shares) together with a duly completed power of attorney; and (iv) submission of an initial broker confirmation statement (attesting the uninterrupted holding of Fiat ordinary shares from the record date concerning the Fiat Extraordinary Meeting of Shareholders to the Merger Effective Date) on or prior to the Merger Effective Date.

The FCA Common Shares in respect to which special voting shares are allocated ("**Qualifying Common Shares**") will be registered in a register (the "**Loyalty Register**") kept by FCA and, for so long as they remain in such register, such Qualifying Common Shares cannot be sold, disposed of, transferred, pledged or subjected to any lien, fixed or floating charge or other encumbrance. At any time, a holder may request that a Qualifying Common Share be de-registered from the Loyalty Register; after such de-registration, the relevant FCA Common Share shall cease to be a Qualifying Common Share and shall be freely transferable and the associated special voting share shall be transferred to FCA for no consideration.

Following the completion of the Transaction, FCA shareholders seeking to qualify to receive special voting shares can also request to have their FCA Common Shares registered in the Loyalty Register. Any FCA Common Share that has been registered in the Loyalty Register in the name of the same shareholder or its Loyalty Transferee (as defined in the proposed articles of association of FCA attached to the Common Merger Terms as Schedule 4) for an uninterrupted period of 3 years, will become a Qualifying Common Share and the holder thereof will be entitled to acquire one special voting share in respect of such Qualifying Common Share, provided they meet the conditions described in greater detail in the documents referred to above.

5 EFFECTIVENESS OF THE TRANSACTION FOR THE PURPOSES OF THE FCA FINANCIALS STATEMENTS AND DATE OF DISTRIBUTION ENTITLEMENT

Pursuant to Article 15 of Legislative Decree 108 and Section 2:318 of the Dutch Civil Code and subject to the satisfaction of the conditions precedent to the Merger, as better described under Section 1.2 above, or (to the extent permitted by applicable law) waiver of any such conditions precedent, the Merger shall be carried out in accordance with and pursuant to Section 2:318 of the Dutch Civil Code by means of execution before a civil law notary, residing in the Netherlands, of the notarial deed in respect of the Merger (the "**Closing Date**").

The Merger will become effective on the day following the Closing Date (the "**Merger Effective Date**").

The Dutch registrar will subsequently inform the Turin Companies' Register that the Merger has become effective. As per the Merger Effective Date, Fiat will be merged into FCA, which will succeed to all the assets and liabilities, real and movable assets, tangible and intangible assets belonging to Fiat.

The financial information with respect to the assets, liabilities and other legal relationships of Fiat will be reflected in the annual accounts of FCA as of January 1, 2014, and, as a result of the above, the accounting effects of the Merger will be recognized in FCA's annual accounts from that date.

The Merger Effective Date is expected to occur during 2014.

FCA's Common Shares issued as of the Merger Effective Date will carry entitlement to participation in the 2014 profits of FCA in proportion to the relevant participation in the nominal share capital of FCA.

6 ACCOUNTING TREATMENT APPLICABLE TO THE TRANSACTION

Fiat prepares its consolidated financial statements in accordance with IFRS. Immediately following the Merger, FCA will prepare its consolidated financial statements in accordance with IFRS. Under IFRS, the Merger consists of a reorganization of existing legal entities that does not give rise to any change of control, and therefore is outside the scope of application of IFRS 3—Business Combinations. Accordingly, it will be accounted for as an equity transaction at the existing carrying amounts.

As anticipated, pursuant to Section 2:321 of the Dutch Civil Code, the accounting effects of the Transaction will be recognized in FCA annual accounts from January 1, 2014.

7 TAX IMPACTS OF THE TRANSACTION FOR FCA

From a tax perspective, the Merger should be qualified as a cross-border merger transaction within the meaning of Article 178 of the DPR no. 917 of 1986 ("**CTA**"), implementing the Directive 90/434/EC dated July 23, 1990 (codified in the Directive 2009/133/CE, the Merger Directive). In connection with the Transaction, FCA intends to maintain a permanent establishment in Italy, to which the direct shareholdings owned by Fiat prior to the Merger in the Italian subsidiaries will be assigned.

The Merger is tax neutral with respect to Fiat's assets that will remain connected with the Italian permanent establishment, such as the shareholdings in Fiat's Italian subsidiaries. Conversely, such merger will trigger the realization of capital gains or losses embedded in Fiat's assets that will not be connected with the Italian permanent establishment (giving rise to an "Italian Exit Tax"). Capital gains on certain assets of the group that are expected to be transferred out of the Italian permanent establishment in connection with the Merger will be realized for Italian tax purposes. However, Fiat expects that such gains may be largely offset by tax losses available to the group.

Under recently enacted Italian law (Article 166 (2-*quater*) of the CTA), companies which cease to be Italian-resident and become tax-resident in another EU Member State may apply to suspend any Italian Exit Tax under the principles of the Court of Justice of the European Union case C-371/10, National Grid Indus BV. Italian rules implementing Article 166(2-*quater*), issued in August 2013, excluded cross-border merger transactions from the suspension of the Italian Exit Tax. As a result, the Merger will result in the immediate charge of an Italian Exit Tax in relation to those Fiat assets that will not be connected with the Italian permanent establishment. Whether or not the Italian implementing rules are deemed compatible with EU law is unlikely to be determined before the payment of the Italian Exit Tax is due.

A mandatory ruling request has been submitted by Fiat to the Italian tax authorities in respect of the Merger, in order to ensure the continuity, via the Italian permanent establishment, of the fiscal unit currently in place between Fiat and Fiat Italian subsidiaries. The outcome of such ruling request is uncertain. If a negative ruling is received, then the carried-forward tax losses generated by the fiscal unit would become restricted losses and they could not be used to offset the future taxable income of the fiscal unit.

According to Italian tax laws, the Merger will not trigger any taxable event for Italian income tax purposes for Fiat Italian shareholders. FCA Common Shares received by such Fiat shareholders at the effective time of the Merger would be deemed to have the same aggregate tax basis as the Fiat ordinary shares held by the said Italian shareholders prior to the Merger.

8 SHAREHOLDER STRUCTURE AND CONTROL OF FCA SUBSEQUENT TO THE TRANSACTION

The following table shows the current percentage interest of major shareholders in Fiat (*i.e.*, shares representing 2% or more of voting rights) as of March 31, 2014 on the basis of the publicly available information.

	%
Fiat shareholders (*)	
Exor S.p.A.	30.05%
Baillie Gifford & Co.	2.15%
Norges Bank	2.04%
Vanguard International Growth Fund	2.00%
Other shareholders (**) (***)	63,76%

(*) Fiat owns approximately 35 million treasury shares representing approximately 2.8% of its overall issued share capital.

(**) Reports by shareholders to the company and Consob may be not updated.

(***) "Other shareholders" includes directors owning shares of Fiat and Fiat treasury shares.

Taking into account the Exchange Ratio, as determined under Section 3 above, on the basis of which one (1) FCA Common Share will be assigned to each holder of one (1) Fiat ordinary share, the pre-Merger shareholders of Fiat will hold the same percentage of FCA Common Shares as of Fiat ordinary shares held before the Merger (subject to the exercise of cash exit rights by Fiat shareholders). However, as a result of the loyalty voting mechanism, a particular shareholders' voting power in FCA will depend on the extent to which the shareholder and the other shareholders participate in the loyalty voting structure with respect to FCA. For information regarding the special voting shares issued by FCA and the relevant impact on the FCA shareholding structure, please refer to Section 4 above.

9 EFFECT OF THE TRANSACTION ON SHAREHOLDERS' AGREEMENTS

On the basis of the publicly available information, no shareholders' agreement, within the meaning of Article 122 of the legislative decree February 24, 1998 no. 58 (the "**Legislative Decree no. 58/1998**"), currently exists in connection with Fiat ordinary shares or FCA Common Shares.

10 EVALUATIONS ON THE CASH EXIT RIGHTS – SHAREHOLDERS ENTITLED TO EXERCISE CASH EXIT RIGHTS

Fiat shareholders who do not vote in favor of the Common Merger Terms will be entitled to exercise their cash exit rights pursuant to:

(i) Article 2437, paragraph 1, letter (c) of the Italian Civil Code, given that Fiat's registered office is to be transferred outside Italy;

(ii) Article 2437-*quinquies* of the Italian Civil Code, given that Fiat's shares will be delisted; and

(iii) Article 5 of Legislative Decree 108, given that FCA is organized and managed under the laws of a country other than Italy (*i.e.*, the Netherlands).

Given that those events will only occur upon the execution of the Transaction, as stated in the Common Merger Terms, the exercise of the cash exit rights by Fiat shareholders is conditional upon the Transaction becoming effective.

Pursuant to Article 2437-*bis* of the Italian Civil Code, qualifying shareholders may exercise their cash exit rights, in relation to some or all of their shares, by sending a notice via registered mail (the "**Notification**") to the registered offices of Fiat no later than 15 days following registration of the resolution adopted by the Fiat Extraordinary Meeting of Shareholders with the Turin Companies' Register. Notice of the registration will be published on the daily newspaper *La Stampa* and on the corporate website of Fiat.

In addition to the conditions/instructions provided below and the provisions of Article 127-*bis* of Legislative Decree no. 58/1998, shareholders exercising their cash exit rights must deliver the specific communication to be issued by an authorized intermediary confirming that the shares in respect of which the shareholder has exercised his cash exit right immediately prior to the Fiat Extraordinary Meeting of Shareholders were held continuously up to the date of the Notification. Further details to exercise the withdrawal right will be provided to Fiat shareholders in accordance with the applicable laws and regulations.

Subject to the Transaction becoming effective, the redemption price payable to shareholders exercising the cash exit right will be determined pursuant to Article 2437-*ter*, paragraph 3, of the Italian Civil Code; in accordance with such provision, the redemption price will represent the arithmetic average of the daily closing price of Fiat's ordinary shares for the 6-month period prior to the date of publication of the notice calling the Fiat Extraordinary Meeting of Shareholders to vote on the Common Merger Terms. Fiat will provide shareholders with information relating to the redemption price in accordance with the applicable laws and regulations.

Settlement of the shares submitted for redemption will proceed in accordance with the procedures indicated in Article 2437-*quater* of the Italian Civil Code.

As described above, the exercise of the cash exit rights by qualifying Fiat shareholders will be subject to the completion of the Transaction. Accordingly, if the aforesaid conditions are not satisfied or waived (to the extent possible), the offer and the subsequent redemption of the relevant exit shares will not take place or become effective.

11 IMPACT OF THE TRANSACTION ON SHAREHOLDERS, CREDITORS AND EMPLOYEES

Pursuant to Article 8 of the Legislative Decree 108, the impact of the Merger with and into FCA with respect the current Fiat's shareholders, creditors and employees is described below.

11.1 Impact of the Transaction on the shareholders

As to the new shareholder structure and control of FCA subsequent to the Transaction, please refer to Section 8 above, while as to the tax impacts on shareholders, please refer to Section 7 above.

With respect to the rights and obligations of a shareholder of a Dutch company (*i.e.*, FCA), please refer to the FCA articles of association attached to the Common Merger Terms as Schedule 4.

11.2 Impact of the Transaction on creditors

Fiat creditors whose claims precede the registration of the Common Merger Terms with the Turin Companies' Register will be entitled to oppose the Merger pursuant to Article 2503 of the Italian Civil Code within 60 days of the registration provided for by Article 2502-*bis* of the Italian Civil Code, unless such term is waived pursuant to applicable law. Even if an opposition is filed, the competent Court – if it deems the risk of prejudice to creditors ungrounded or where the company has posted a bond sufficient to satisfy creditors' claims – may nonetheless authorize the Merger, pursuant to Article 2445 of the Italian Civil Code.

FCA creditors have the right to oppose the proposed Merger by filing a formal objection to the Common Merger Terms with the local court of Amsterdam, the Netherlands pursuant to Section 2:316 of the Dutch Civil Code, within a period of one month starting the day following the day of public announcement of the filing of the Common Merger Terms in a newspaper with national circulation in the Netherlands. If creditor's opposition is filed on a timely basis (*i.e.*, before the end of the month period) the notarial deed of merger may not be executed unless the court ruling to release the oppostion has immediate effect or the opposition was withdrawn.

11.3 Impact of the Transaction on employees

Article 19 of Legislative Decree 108 regulating participation of employees is not applicable to the Transaction as the incorporating company is non an Italian company (*i.e.*, FCA) and neither FIAT nor FCA applies is managed under an employee participation system pursuant to Article 2(1)(m) of the Legislative Decree no. 188 of August 19, 2005 or in the meaning of EU Directive 2005/56/EC of 26 October 2005 on cross-border mergers of limited liability companies.

Fiat will carry out the consultation procedure set out under Article 47 of Italian Law no. 428 of December 29, 1990, as amended. Additionally, in accordance with the provisions of Article 8 of Legislative Decree 108, this Report will be made available to Fiat employees' representatives at least 30 days prior to the final approval of the Merger.

In connection with any outstanding compensation plans based on financial instruments adopted by Fiat prior to the Merger Effective Date, the beneficiaries of said plans shall be awarded, for each right held, immediately following the Merger Effective Date, a comparable right with respect to FCA.

* * * * *

Turin, June 15, 2014

DATE: 15 JUNE 2014

BOARD REPORT TO COMMON CROSS-BORDER MERGER TERMS DRAWN UP BY THE BOARD OF DIRECTORS OF:

Fiat Investments N.V., a public company *(naamloze vennootschap)* incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and having its office address at 240 Bath Road, SL1 4 DX, Slough, United Kingdom, registered with the trade register of the Amsterdam Chamber of Commerce (*Kamer van Koophandel*) under number: 60372958, which company will upon completion of the cross-border merger be renamed Fiat Chrysler Automobiles N.V. (***FCA***).

1. CONSIDERING THAT:

1.1 The board of directors (the ***FCA Board of Directors***) of FCA and the board of directors (the ***Fiat Board of Directors***) of Fiat S.p.A. (***Fiat***) have drawn up common cross-border merger terms (the ***Common Merger Terms***) in order to establish a cross-border legal merger within the meaning of the provisions of EU Directive 2005/56/EC of the European Parliament and Council of October 26, 2005 on cross-border mergers of limited liability companies, implemented for Dutch law purposes under Title 2.7 of the Dutch Civil Code (the ***DCC***) and transposed into Italian law by Italian Legislative Decree no. 108 of May 30, 2008 (***Legislative Decree 108***), whereby Fiat shall be merged into FCA, which shall succeed to all assets and assume all liabilities of Fiat under universal title of succession (*verkrijging onder algemene titel*) (the ***Merger***).

1.2 Pursuant to the provisions of Articles 4 and 15, paragraph 3, of the Italian Legislative Decree 108 and Section 2:318 of the DCC, the Merger shall be executed in accordance with the relevant provisions of Dutch law and as such will become effective on the day following the day on which the notarial deed of merger is executed before a civil law notary, officiating in the Netherlands (the ***Merger Effective Date***).

1.3 This board report was prepared by the FCA Board of Directors having examined and reviewed the Merger and taking into consideration the overall impact on Fiat and FCA (the ***Report***).

2. REASONS FOR THE CROSS-BORDER MERGER

The FCA Board of Directors considers the Merger to be necessary for the following reasons:

(a) Corporate structure

The main purpose of the Merger is to better reflect the increasingly global nature of the group's business, enhance its appeal to international investors and facilitate the listing and trading of common shares of FCA with a nominal value of EUR 0.01 each (the ***FCA Common Shares***) on the New York Stock Exchange (the ***NYSE***), taking into account the recently completed acquisition by Fiat, through a subsidiary, of 100% ownership interest in Chrysler Group LLC.

(b) Capital structure

Fiat is currently listed on the Mercato Telematico Azionario organised and managed by Borsa Italiana S.p.A. (***Mercato Telematico Azionario***) as well as Euronext Paris and the Frankfurt stock exchange. However, in connection with the Merger, FCA Common Shares will be listed on the NYSE and they are expected to be listed on the Mercato Telematico Azionario to enhance investors' demand and trading liquidity. This in the light of the fact that the volume of trading of Fiat ordinary shares on Euronext Paris and the Frankfurt stock exchange has historically been minimal and, therefore, it is not expected that FCA Common Shares will be listed on those stock exchanges following the Merger. The Merger is also intended to simplify the capital structure of the Fiat group by creating a single class of liquid stock listed on the NYSE and on the Mercato Telematico Azionario. Completion of the Merger will be subject to, *inter alia*, approval for listing of the FCA Common Shares on the NYSE. To this end, FCA shall prepare and file: (i) with the United States Securities and Exchange Commission (the ***SEC***) a registration statement on Form F-4 (together with all amendments thereto, the ***Registration Statement***), in connection with the registration under the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the ***Securities Act***) of FCA Common Shares and the special voting shares of FCA (the ***FCA Special Voting Shares***) and (ii) with the NYSE a listing application for the listing of FCA Common Shares.

In addition, an equivalent document (*documento di equivalenza*) will be prepared and submitted to the supervisory authorities in order to obtain the authorization to publish such equivalent document in connection with the listing of FCA Common Shares on the Mercato Telematico Azionario and, for the purpose of the above listing, the relevant application will be submitted to Borsa Italiana S.p.A.

3. EXPECTED CONSEQUENCES FOR THE ACTIVITIES

The Merger is not expected to have any consequences with respect to the activities, since FCA will continue all activities of Fiat.

4. COMMENTS ON THE LEGAL, ECONOMIC AND SOCIAL ASPECTS

4.1 Legal perspective:

As a result of the Merger Fiat shall be merged into FCA, which shall succeed to all assets and assume all liabilities of Fiat under universal title of succession (*verkrijging onder algemene titel*).

In connection with any outstanding compensation plans based on financial instruments adopted by Fiat prior to the Merger Effective Date, the beneficiaries of said plans shall be awarded, for each right held (the ***Equity Rights***), immediately following the Merger Effective Date, a comparable right with respect to FCA.

4.2 Economic perspective:

From an economic point of view, the Merger shall enable shareholders of Fiat to share in the opportunities offered by an enhanced platform for future growth and strategic independence and benefit from the improved capital markets appeal of FCA.

4.3 Social perspective:

From a social point of view, the Merger is not expected to have any material impact on the employees of Fiat or the Fiat group in general. Currently, FCA does not have any employees.

Neither FCA nor Fiat applies an employee participation system within the meaning of the EU Directive 2005/56/EC of October 26, 2005 on cross-border mergers of limited liability companies.

5. METHOD FOR DETERMINING THE SHARE EXCHANGE RATIO, APPLICABILITY OF THIS METHOD AS WELL AS THE RESULT OF THE VALUATION

(i) *Method pursuant to which the share exchange ratio has been established*

5.1 FCA has been incorporated as the wholly-owned direct subsidiary of Fiat. FCA's issued share capital is EUR 350,000. As a result of the Merger, FCA shall succeed to all assets and assume all liabilities of Fiat and the value of FCA will equal the value of Fiat immediately preceding the Merger Effective Date (considering the application of book value for this Merger). The shareholders of Fiat, as the sole parent company of the surviving company FCA, will receive one FCA Common Share for each Fiat ordinary share held by them. As the value of each FCA Common Share immediately after the Merger equals the value of each Fiat ordinary share immediately prior to the Merger, the one for one exchange ratio has been applied.

(ii) *Applicability of the method applied*

5.2 In the context of a merger, the objective of the board of directors' valuation is to estimate the "relative" equity values in order to determine the exchange ratio; the estimated relative values should not be taken as reference in different contexts.

The relative value of Fiat has been determined under the going-concern assumption and ignoring any potential economic and financial impacts of the Merger.

In the light of the above, and taking into account the objective of the valuation analysis, the methods applied as set out under Sections 5.1 through 5.2 inclusive are considered appropriate for the Merger.

(iii) *The method to determine the share exchange ratio has led to the following valuation*

5.3 FCA shall succeed to all assets and assume all liabilities of Fiat as a result of the Merger and all shareholders of Fiat will receive shares representing the same interest in FCA as they held in Fiat before the Merger.

5.4 When valuing the assets and liabilities of Fiat and FCA at their net asset value and any other valuation method applied to those assets and liabilities in respectively the 2013 annual accounts of Fiat and the interim balance sheet of FCA attached as Schedules 6 and 7 respectively to the Common Merger Terms, Fiat and FCA are valued at respectively EUR 8,693,456.028 as of December 31, 2013 and EUR 200,000 as of April 1, 2014. However, as in this reversed downstream merger the value of FCA immediately after the Merger equals the value of Fiat immediately prior to the Merger, for purposes of this Report these companies are considered to be of equal value and therefore, when taking into account the Sections 5.1 through 5.2, an exchange ratio of one newly-issued FCA Common Share for each Fiat ordinary share (the ***Exchange Ratio***) is being proposed. No additional payments shall be made by FCA on occasion of the Merger.

(iv) *The problems that have arisen with regard to the valuation and determination of the share Exchange Ratio*

5.5 No particular difficulties have arisen as a result of the valuation method used or as a result of the determination of the Exchange Ratio.

6. MEASURES IN CONNECTION WITH SHAREHOLDING IN FIAT

6.1 As a result of the Merger becoming effective, all shares of Fiat currently outstanding will be cancelled by operation of law and in exchange thereof, FCA will allot FCA Common Shares to the shareholders of Fiat on the basis of the Exchange Ratio.

As a result of the exercise of Equity Rights as defined under Section 4.1 above, the total number of outstanding ordinary shares in the share capital of Fiat might be higher than the number of outstanding shares as stated in Section 1.2 of the Common Merger Terms.

6.2 All 35,000,000 FCA shares held by Fiat and any additional FCA shares issued to or otherwise acquired by Fiat after the date hereof that are held by Fiat at the time of completion of the Merger will not be cancelled in accordance with Section 2:325, paragraph 3, of the DCC, but will continue to exist as shares held by FCA in its own capital, until transferred, otherwise disposed of or cancelled in accordance with the applicable provisions of Dutch law and FCA's articles of association. According to Dutch law and FCA's articles of association, during the time that shares in FCA are held by FCA itself, these shares shall not be entitled to any distribution or voting rights. The shares held by FCA in its own capital may be offered and allocated for trading on the market after the Merger in accordance with applicable laws and regulations.

6.3 The FCA Common Shares being allotted on the occasion of the Merger – to be listed on the NYSE and the Mercato Telematico Azionario – will be allotted in dematerialized form and delivered to the beneficiaries through the centralized clearing system with effect from the date on which the Merger becomes effective. Further information on the conditions and procedure for allocation of the FCA Common Shares shall be communicated publicly in a notice published on the website of Fiat, as well as on the daily newspaper *La Stampa*. The shareholders of Fiat will bear no costs in relation to the exchange.

6.4 Immediately after the Merger having become effective FCA will issue FCA Special Voting Shares, with a nominal value of EUR 0.01 each, to those eligible shareholders of Fiat who elect to receive such special voting shares upon completion of the Merger in addition to FCA Common Shares. The essential characteristics of the special voting shares are further set out in the FCA articles of association as attached to the Common Merger Terms and in the terms and conditions of the FCA Special Voting Shares. For the avoidance of doubt, these special voting shares are not part of the Exchange Ratio.

7. MISCELLANEOUS

7.1 The Common Merger Terms and its appendices form an integral part of this Report.

7.2 A copy of the auditor statement referred to in Section 2:328 of the DCC is attached to this Report.

Name: **Sergio Marchionne**
Title: Executive member and CEO

Name: **Richard K. Palmer**
Title: Executive member

Name: **Derek J. Neilson**
Title: Non-executive member

ARTICLES OF ASSOCIATION:

Article 1. Definitions.

1.1 In these Articles of Association the following words shall have the following meanings:

(a) a **Share**:
a share in the capital of the Company;

(b) a **Shareholder**:
a holder of one or more Shares;

(c) the **General Meeting**:
the body of the Company consisting of Shareholders entitled to vote or a meeting of Shareholders and other persons entitled to attend meetings of Shareholders (as the case may be);

(d) the **Management Board**:
the management board of the Company, consisting of one or more executive members and one or more non-executive members;

(e) **in writing**:
by letter, by telecopier, by e-mail, or by a legible and reproducible message otherwise electronically sent, provided that the identity of the sender can be sufficiently established;

(f) the **Distributable Equity**:
the part of the Company's equity which exceeds the aggregate of the issued capital and the reserves which must be maintained pursuant to the law;

(g) a **Company Body**:
the Management Board or the General Meeting.

1.2 References to Articles shall be deemed to refer to articles of these Articles of Association, unless the contrary is apparent.

Article 2. Name and Official Seat.

2.1 The Company's name is:
Fiat Investments N.V.

2.2 The official seat of the Company is in Amsterdam, the Netherlands.

Article 3. Objects.

3.1 The objects for which the Company is established are to carry on, either directly or through wholly or partially-owned companies and entities, activities relating to passenger and commercial vehicles, transport, mechanical engineering, agricultural equipment, energy and propulsion, as well as any other manufacturing, commercial, financial or service activity.

3.2 Within the scope and for the achievement of the purposes mentioned in Article 3.1, the Company may:

(a) operate in, among other areas, the mechanical, electrical, electro mechanical, thermo mechanical, electronic, nuclear, chemical, mining, steel and metallurgical industries, as well as in telecommunications, civil, industrial and agricultural engineering, publishing, information services, tourism and other service industries;

(b) acquire shareholdings and interests in companies and enterprises of any kind or form and purchase, sell or place shares, debentures, bonds, promissory notes or other securities or evidence of indebtedness;

(c) provide financing to companies and entities it wholly or partially owns and carry on the technical, commercial, financial and administrative coordination of their activities;

(d) purchase or otherwise acquire, on its own behalf or on behalf of companies and entities it wholly or partially owns, the ownership or right of use of intangible assets providing them for use by those companies and entities;

(e) promote and ensure the performance of research and development activities, as well as the use and exploitation of the results thereof; and

(f) undertake, on its own behalf or on behalf of companies and entities it wholly or partially owns, any investment, real estate, financial, commercial, or partnership transaction whatsoever, including the assumption of loans and financing in general and the granting to third parties of endorsements, surety ships and other guarantees, including real security.

Article 4. Authorized Capital.

4.1 The authorized capital of the Company equals one million euro (EUR 1,000,000).

4.2 The authorized capital of the Company is divided into one hundred million (100,000,000) Shares with a nominal value of one eurocent (EUR 0.01) each.

4.3 All Shares shall be registered. No share certificates shall be issued.

Article 5. Register of Shareholders.

5.1 The Management Board shall keep a register of Shareholders in which the names and addresses of all Shareholders are recorded.

5.2 Section 2:85 of the Dutch Civil Code applies to the register of Shareholders.

Article 6. Issuance of Shares.

6.1 Shares may be issued pursuant to a resolution of the General Meeting or of another Company Body designated for that purpose by a resolution of the General Meeting for a fixed period, not exceeding five years. On such designation the number of Shares which may be issued must be specified. The designation may be extended, from time to time, for periods not exceeding five years. Unless such designation provides otherwise, it may not be withdrawn.

6.2 A resolution to issue Shares shall stipulate the issue price and the other conditions of issue.

6.3 Upon issuance of Shares, each Shareholder shall have a right of pre-emption in proportion to the aggregate nominal value of his Shares, subject to the relevant limitations prescribed by law and the provisions of Article 6.4. The Company announces the issue of Shares with a right of pre-emption and the period in which that right can be exercised. The announcement shall be made in writing to all shareholders at the address stated by them to the Company.

6.4 Prior to each single issuance, the right of pre-emption may be limited or excluded by a resolution of the General Meeting. The right of pre-emption may also be limited or excluded by the Company Body designated pursuant to Article 6.1, if, by a resolution of the General Meeting, it was designated and authorized for a fixed period, not exceeding five years, to limit or exclude such right of pre-emption. The designation may be extended, from time to time, for a period not exceeding five years. Unless the designation provides otherwise, it may not be withdrawn. If less than one half of the Company's issued capital is represented at the meeting, a majority of at least two thirds of the votes cast shall be required for a resolution of the General Meeting to limit or exclude such right of pre-emption or to make such designation.

6.5 Within eight days after a resolution to issue Shares or to designate another Company Body as referred to in Article 6.1, or to limit or exclude rights of pre-emption as referred to in Article 6.4, the Company shall deposit the complete text thereof at the office of the Commercial Register.

6.6 The issue of a Share shall furthermore require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties.

6.7 The provisions of Articles 6.1, 6.2, 6.3, 6.4 and 6.5 shall apply by analogy to the granting of rights to subscribe for Shares, but do not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.

6.8 On issue of a Share, the full nominal value thereof must be paid in, and, in addition, if the Share is issued at a higher amount, the difference between such amounts.

Article 7. Own Shares; Reduction of the Issued Capital.

7.1 The Company and its subsidiaries may acquire fully paid in Shares or depositary receipts thereof, with due observance of the limitations prescribed by law.
7.2 The General Meeting may resolve to reduce the Company's issued capital in accordance with the relevant provisions prescribed by law.

Article 8. Transfer of Shares.

8.1 The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer shall be parties.
8.2 Unless the Company itself is party to the legal act, the rights attributable to the Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it, in accordance with the relevant provisions of the law.

Article 9. Blocking Clause (approval General Meeting).

9.1 A transfer of one or more Shares can only be effected with due observance of the provisions set out in this Article 9, unless (i) all co-Shareholders have approved the intended transfer in writing, which approval shall then be valid for a period of three months, or (ii) the Shareholder concerned is obliged by law to transfer his Shares to a former Shareholder.
9.2 A Shareholder wishing to transfer one or more of his Shares (**Transferor**) shall require the approval of the General Meeting for such transfer. The request for approval shall be made by the Transferor by means of a written notification to the Management Board, stating the number of Shares he wishes to transfer and the person or persons to whom the Transferor wishes to transfer such Shares. The Management Board shall be obliged to convene and to hold a General Meeting to discuss the request for approval within six weeks from the date of receipt of the request. The contents of such request shall be stated in the convocation.
9.3 Within a period of three months of the General Meeting granting the approval requested, the Transferor may transfer the total number of the Shares to which the request relates, and not part thereof, to the person or persons named in the request.

9.4 If:

(a) the General Meeting does not adopt a resolution regarding the request for approval within six weeks after the request has been received by the Management Board; or

(b) the approval has been refused without the General Meeting having informed the Transferor, at the same time as the refusal, of one or more interested parties who are prepared to purchase all the Shares to which the request for approval relates for payment in cash (**Interested Parties**),

the approval requested shall be considered to have been granted, in the event mentioned under (a) on the final day of the six week period mentioned under (a). The Company shall only be entitled to act as an Interested Party with the consent of the Transferor.

9.5 The Shares to which the request for approval relates can be purchased by the Interested Parties at a price to be mutually agreed between the Transferor and the Interested Parties or by one or more experts jointly appointed by them. If they do not reach agreement on the price or the expert or experts, as the case may be, the price shall be set by three independent experts one to be appointed by the Transferor, one to be appointed by the Interested Party or Parties and the third one to be jointly appointed by the experts thus appointed. The appointed experts shall be authorized to inspect all books and records of the Company and to obtain all such information as will be useful to them determining the price.

9.6 Within one month of the price being set, the Interested Parties must give notice to the Management Board of the number of the Shares to which the request for approval relates they wish to purchase. An Interested Party who fails to submit notice within said term shall no longer be counted as an Interested Party. Once the notice mentioned in the preceding sentence has been given, an Interested Party can only withdraw with the consent of the other Interested Parties.

9.7 The Transferor may withdraw up to one month after the day on which he is informed to which Interested Party or Parties he can sell all the Shares to which the request for approval relates and at what price.

9.8 All notifications and notices referred to in this Article 9 shall be made by certified mail or against acknowledgement of receipt. The convocation of the General Meeting shall be made in accordance with the relevant provisions of these Articles of Association.

9.9 All costs of the appointment of the expert or experts, as the case may be, and their determination of the price, shall be borne by:

(a) the Transferor if he withdraws;

(b) the Transferor for half and the buyers for the other half if the Shares have been purchased by one or more Interested Parties, provided that these costs shall be borne by the buyers in proportion to the number of Shares purchased;

(c) the Company, in cases not provided for under (a) or (b).

9.10 The preceding provisions of this Article 9 shall apply by analogy to rights to subscribe for Shares and rights of pre-emption.

Article 10. Pledging of Shares and Usufruct in Shares.

10.1 The provisions of Article 8 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct in Shares.

10.2 On the creation of a right of pledge and on the creation or transfer of a usufruct in a Share, the voting rights attributable to such Share may not be assigned to the pledgee or usufructuary. The pledgee or usufructuary shall not have the rights conferred by law upon holders of depositary receipts issued with a company's cooperation for shares in its capital.

Article 11. Depositary Receipts for Shares.

The Company shall not cooperate in the issuance of depositary receipts for Shares.

Article 12. Management Board Members.

12.1 The Management Board shall consist of two or more members. The number of Management Board members shall be determined by the General Meeting with due regard of such minimum.

12.2 The Management Board shall consist of one or more executive Management Board members and one or more non-executive Management Board members. The aforementioned distinction implies at least that the executive Management Board members shall in particular be entrusted with the day-to-day management of the Company and the enterprise connected with it and that the non-executive Management Board members shall have the duty of supervising the Management Board members performing their duties. This last duty can not be deprived from the non-executive Management Board members by means of an allocation of duties. Both individuals and legal entities can be executive Management Board members. Non-executive Management Board members are individuals.

12.3 Management Board members are appointed by the General Meeting. Upon appointment the General Meeting determines whether the Management Board member shall be appointed as an executive Management Board member or as a non-executive Management Board member.

12.4 The General Meeting may grant the title of Chief Executive Officer ("CEO") to one of the executive Management Board members. The Management Board may designate a chairman from among its non-executive members.

12.5 A Management Board member may be suspended or dismissed by the General Meeting at any time. An executive Management Board member may also be suspended by the Management Board. A suspension by the Management Board may be discontinued at any time by the General Meeting.

12.6 The General Meeting shall adopt the remuneration policy in respect of remuneration of the Management Board.
12.7 The remuneration and other employment conditions for Management Board members shall be adopted by the General Meeting taking into account the policy referred to in Article 12.6.

Article 13. Duties, Decision making Process and Allocation of Duties.

13.1 The Management Board shall be entrusted with the management of the Company.
13.2 When adopting Management Board resolutions, each Management Board member may cast one vote.
13.3 All resolutions of the Management Board shall be adopted by more than half of the votes cast.
13.4 Meetings of the Management Board may be held by means of an assembly of its members in person at a formal meeting or by conference call, video conference or by any other means of communication, provided that all members of the Management Board participating in such meeting are able to communicate with each other simultaneously. Participation in a meeting held in any of the above ways shall constitute presence at such meeting.
13.5 Management Board resolutions may at all times be adopted outside of a meeting, in writing or otherwise, provided the proposal concerned is submitted to all Management Board members then in office and none of them objects to this manner of adopting resolutions. Adoption of resolutions in writing shall be effected by written statements from all Management Board members then in office.
13.6 Resolutions of the Management Board shall be recorded in a minute book that shall be kept by the Management Board.
13.7 The Management Board may establish rules regarding its decision-making process and working methods. In this context, the Management Board may also determine the duties for which each Management Board member in particular shall be responsible. In doing so, the Management Board is not allowed to deviate from the allocation of duties for executive and non-executive Management Board members as described in Article 12.2. The General Meeting may decide that such rules and allocation of duties must be put in writing and that such rules and allocation of duties shall be subject to its approval. In conformity with the stipulations of Section 2:129a paragraph 3 of the Dutch Civil Code the Management Board may draft regulations which determine that one or more Management Board members can make legally valid decisions concerning matters belonging to their duties.

13.8 A Management Board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Management Board member and the Company and the enterprise connected with it. If there is such personal conflict of interest in respect of all Management Board members, the preceding sentence does not apply and the Management Board shall maintain its authority, without prejudice to the provisions of Article 15.3.

Article 14. Representation.

14.1 The Company shall be represented by the Management Board. Each executive Management Board member individually shall also be authorized to represent the Company.
14.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title. Such officers shall be registered at the Commercial Register, indicating the scope of their power to represent the Company.

Article 15. Approval of Management Board Resolutions.

15.1 Resolutions of the Management Board with respect to a material change of the identity or the character of the Company or its enterprise as referred to in Section 2:107a of the Dutch Civil Code, are subject to the approval of the General Meeting.
15.2 The General Meeting may require Management Board resolutions to be subject to its approval. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified.
15.3 A resolution of the Management Board with respect to a matter involving a conflict of interest with one or more Management Board members in a private capacity shall be subject to the approval of the General Meeting.
15.4 The absence of approval by the General Meeting of a resolution referred to in this Article 15 shall not affect the authority of the Management Board or its members to represent the Company.

Article 16. Vacancy or Inability to Act.

16.1 If the seat of an executive Management Board member is vacant (*ontstentenis*) or an executive Management Board member is unable to perform its duties (*belet*), the remaining executive Management Board members or member shall temporarily be entrusted with the executive management of the Company. If the seats of all executive Management Board members are vacant or all executive Management Board members or the sole executive Management Board member, as the case may be, are unable to perform their duties, the executive management of the Company shall temporarily be entrusted to the non-executive Management Board members, with the authority to temporarily entrust the executive management of the Company to one or more non-executive Management Board members and/or one or more other persons.

16.2 If the seat of a non-executive Management Board member is vacant (*ontstentenis*) or a non-executive Management Board member is unable to perform its duties (*belet*), the remaining non-executive Management Board members or member shall temporarily be entrusted with the performance of the duties and the exercise of the authorities of that non-executive Management Board member. If the seats of all non-executive Management Board members are vacant or all non-executive Management Board members or the sole non-executive Management Board member, as the case may be, are unable to perform their duties, the General Meeting shall be authorised to temporarily entrust the performance of the duties and the exercise of the authorities of non-executive Management Board members to one or more other individuals.

Article 17. Financial Year and Annual Accounts.

17.1 The Company's financial year shall be the calendar year.
17.2 Annually, not later than five months after the end of the financial year, unless by reason of special circumstances this period is extended by the General Meeting by not more than six months, the Management Board shall prepare annual accounts and deposit the same for inspection by the Shareholders at the Company's office.
17.3 Within the same period, the Management Board shall also deposit the annual report for inspection by the Shareholders, unless Section 2:396, subsection 7, or Section 2:403 of the Dutch Civil Code applies to the Company.
17.4 The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes, and the consolidated annual accounts if the Company prepares consolidated annual accounts.
17.5 The annual accounts shall be signed by the Management Board members. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.
17.6 The Company may, and if the law so requires shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.
17.7 The General Meeting shall adopt the annual accounts.
17.8 The General Meeting may grant full or limited discharge to the Management Board members for the management pursued.

Article 18. Profits and Distributions.

18.1 The allocation of profits accrued in a financial year shall be determined by the General Meeting. If the General Meeting does not adopt a resolution regarding the allocation of the profits prior to or at latest immediately after the adoption of the annual accounts, the profits will be reserved.
18.2 Distribution of profits shall be made after adoption of the annual accounts if permissible under the law given the contents of the annual accounts.
18.3 The General Meeting may resolve to make interim distributions on Shares and/or to make distributions on Shares at the expense of any reserve of the Company. In addition, the Management Board may decide to make interim-distributions on Shares.
18.4 Distributions on Shares shall be made payable immediately after the resolution to make the distribution, unless another date of payment has been determined in the resolution.

18.5 Distributions may be made only up to an amount which does not exceed the amount of the Distributable Equity and, if it concerns an interim distribution, the compliance with this requirement is evidenced by an interim statement of assets and liabilities as referred to in Section 2:105, subsection 4, of the Dutch Civil Code. The Company shall deposit the statement of assets and liabilities at the office of the Commercial Register within eight days after the day on which the resolution to distribute is published.

18.6 In calculating the amount of any distribution on Shares, Shares held by the Company shall be disregarded.

Article 19. General Meetings.

19.1 The annual General Meeting shall be held within six months after the end of the financial year.

19.2 Other General Meetings shall be held as often as the Management Board deems such necessary.

19.3 Shareholders representing in the aggregate at least one tenth of the Company's issued capital may request the Management Board to convene a General Meeting, stating specifically the subjects to be discussed. If the Management Board has not given proper notice of a General Meeting within four weeks following receipt of such request such that the meeting can be held within six weeks after receipt of the request, the applicants shall be authorized to convene a meeting themselves.

Article 20. Notice, Agenda and Venue of Meetings.

20.1 Notice of General Meetings shall be given by the Management Board. Furthermore, notice of General Meetings may be given by Shareholders representing in the aggregate at least half of the Company’s issued capital, without prejudice to the provisions of Article 19.3.

20.2 Notice of the meeting shall be given no later than on the fifteenth day prior to the day of the meeting.

20.3 The notice of the meeting shall specify the subjects to be discussed, the time and place of the meeting and the procedure for participation in the meeting by written proxy. Contrary to the provisions of the foregoing sentence, the notice may stipulate that such information will be available for inspection by Shareholders at the Company's offices. Subjects which were not specified in such notice or which cannot be inspected in the manner as referred to in the foregoing sentence may be announced at a later date, with due observance of the term referred to in Article 20.2.

20.4 A subject for discussion of which discussion has been requested in writing by one or more Shareholders who individually or jointly represent at least three percent (3%) of the Company's issued capital, shall be included in the notice or shall be notified in the same way as the other subjects for discussion, provided that the Company has received such reasoned request or a proposal for a resolution no later than on the sixtieth day prior to the meeting.

20.5 The notice of the meeting shall be sent to the addresses of the Shareholders shown in the register of Shareholders. Instead of through notice letters, any Shareholder that gives his consent, may be sent notice of the meeting by means of a legible and reproducible message electronically sent to the address stated by him for this purpose to the company.

20.6 General Meetings are held in the municipality in which, according to these Articles of Association, the Company has its official seat, or in the municipality of Haarlemmermeer, the Netherlands. General Meetings may also be held elsewhere, but in that case valid resolutions of the General Meeting may only be adopted if all of the Company's issued capital is represented.

Article 21. Admittance and Rights at Meetings.

21.1 Each Shareholder shall be entitled to attend the General Meetings, to address the meeting and to exercise his voting rights. Shareholders may be represented in a meeting by a proxy authorized in writing.

21.2 At a meeting, each person present with voting rights must sign the attendance list. The chairperson of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.

21.3 The Management Board members shall, as such, have the right to give advice in the General Meetings.

21.4 If an accountant has been appointed to audit the annual accounts, the accountant shall have the right to attend the General Meeting in which the adoption of the annual accounts shall come up for resolution and to express his views.

21.5 The chairperson of the meeting shall decide on the admittance of other persons to the meeting.

Article 22. Chairperson and Secretary of the Meeting.

22.1 The chairperson of a General Meeting shall be appointed by a majority of the votes cast by the persons with voting rights present at the meeting. Until such appointment is made, an executive Management Board member shall act as chairperson, or, if no executive Management Board member is present at the meeting, the eldest person present at the meeting shall act as chairperson.

22.2 The chairperson of the meeting shall appoint a secretary for the meeting.

Article 23. Minutes; Recording of Shareholders' Resolutions.

23.1 The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairperson and the secretary of the meeting and as evidence thereof shall be signed by them.

23.2 The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Shareholders. On application, each of them shall be provided with a copy of or an extract from the records.

Article 24. Adoption of Resolutions in a Meeting.

24.1 Each Share confers the right to cast one vote.

24.2 To the extent that the law or these Articles of Association do not require a qualified majority, all resolutions of the General Meeting shall be adopted by more than half of the votes cast.

24.3 If there is a tie in voting, the proposal shall be deemed to have been rejected.

24.4 If the formalities for convening and holding of General Meetings of Shareholders, as prescribed by law or these Articles of Association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if in such meeting all of the Company's issued capital is represented and such resolution is carried by unanimous vote.

24.5 In the General Meeting, no voting rights may be exercised for any Share held by the Company or a subsidiary, nor for any Share for which the Company or a subsidiary holds the depositary receipts.

Article 25. Adoption of Resolutions without holding Meetings.

25.1 Resolutions of the General Meeting may also be adopted in writing without holding a General Meeting, provided they are adopted by the unanimous vote of all Shareholders entitled to vote. The provision of Article 21.3 shall apply by analogy.

25.2 Each Shareholder must ensure that the Management Board is informed of the resolutions thus adopted as soon as possible in writing. The Management Board shall keep record of the resolutions adopted and it shall add such records to those referred to in Article 23.2.

Article 26. Amendment of the Articles of Association.

The General Meeting may resolve to amend these Articles of Association. When a proposal to amend these Articles of Association is to be made at a General Meeting, the notice of such meeting must state so and a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Shareholders, until the conclusion of the meeting.

Article 27. Dissolution and Liquidation.

27.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made at a General Meeting, this must be stated in the notice of such meeting.

27.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Management Board members shall become liquidators of the dissolved Company's property. The General Meeting may decide to appoint other persons as liquidators.

27.3 During liquidation, the provisions of these Articles of Association shall remain in force to the extent possible.

27.4 The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.

27.5 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

Article 28. Transitory Provision.

The first financial year of the Company shall end on the thirty-first day of December two thousand fourteen. This Article and its heading shall cease to exist after the end of the first financial year.

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ARTICLES OF ASSOCIATION OF

Fiat Chrysler Automobiles N.V.

ARTICLES OF ASSOCIATION

1. Definitions

1.1 In these Articles of Association the following words shall have the following meanings:

accountant: a chartered accountant (*registeraccountant*) or other accountant referred to in Section 2:393 of the Dutch Civil Code, or an organisation in which such accountants work together;
Affiliate: with respect to any specified person, any other person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing;
board of directors: the board of directors of the company;
Change of Control: in respect of any shareholder that is not an individual, any direct or indirect transfer in one or a series of related transactions as a result of which (i) a majority of the voting rights of such shareholder, (ii) the de facto ability to direct the casting of a majority of the votes exercisable at general meetings of shareholders of such shareholder and/or (iii) the ability to appoint or remove a majority of the directors, executive directors or board members or executive officers of such shareholder or to direct the casting of a majority or more of the voting rights at meetings of the board of directors, governing body or executive committee of such shareholder has been transferred to a new owner, provided that no change of control shall be deemed to have occurred if (a) the transfer of ownership and/or control is an intragroup transfer under the same parent company, (b) the transfer of ownership and /or control is the result of the succession or the liquidation of assets between spouses or the inheritance, inter vivo donation or other transfer to a spouse or a relative up to and including the fourth degree or (c) the fair market value of the Qualifying Common Shares held by such shareholder represents less than twenty percent (20%) of the total assets of the Transferred Group at the time of the transfer and the Qualifying Common Shares held by such shareholder, in the sole judgment of the company, are not otherwise material to the Transferred Group or the Change of Control transaction;
common share: a common share in the share capital of the company;
director: a member of the board of directors;
electing common shares: common shares registered in the Loyalty Register for the purpose of becoming Qualifying Common Shares;
general meeting of shareholders: the body of the company consisting of shareholders entitled to vote, together with usufructuaries and pledgees to

whom voting rights attributable to shares accrue or a meeting of shareholders and other persons entitled to attend meetings of shareholders (as the case may be);
in writing: by letter, by telecopier, by e-mail, or by a legible and reproducible message otherwise sent (including electronically), provided that the identity of the sender can be reasonably established;
Initial Allocation Procedures: the procedures pursuant to which former shareholders of Fiat have been given the opportunity to opt for an initial allocation of special voting shares upon completion of the Merger, as described in the relevant Merger documentation;
Fiat: Fiat S.p.A.;
group company: a group company as referred to in Section 2:24b of the Dutch Civil Code;
Loyalty Register: the register kept by or on behalf of the company for the registration of any Qualifying Common Shares and any electing common shares;
Loyalty Transferee: (i) with respect to any shareholder that is not an individual, any Affiliate of such shareholder (including any successor of such shareholder) that is beneficially owned in substantially the same manner (including percentage) as the beneficial ownership of the transferring shareholder or the beneficiary company as part of a statutory demerger (*splitsing*) of such shareholder and (ii) with respect to any shareholder that is an individual, any transferee of common shares following succession or the liquidation of assets between spouses or the inheritance, inter vivo donation or other transfer to a spouse or a relative up to and including the fourth degree;
Merger: the cross-border statutory merger (*grensoverschrijdende fusie*) pursuant to which Fiat (as disappearing entity) has merged into the company (as surviving entity);
person: any individual (*natuurlijk persoon*), firm, legal entity (in whatever form and wherever formed or incorporated), governmental entity, joint venture, association or partnership;
Qualifying Common Shares: with respect to any shareholder, (i) the number of common shares that has, pursuant to the Initial Allocation Procedures, been allocated to such shareholder and registered in the Loyalty Register on the occasion of the Merger and continue to be so registered in the name of such shareholder or its Loyalty Transferee(s) and (ii) the number of electing common shares that has for an uninterrupted period of at least three (3) years, been registered in the Loyalty Register in the name of such shareholder or its Loyalty Transferee(s) and continue to be so registered. For the avoidance of doubt, it is not necessary that specific common shares satisfy the requirements as referred to under (i) and (ii) in order for a number of common shares to qualify as Qualifying Common Shares; accordingly, it is

permissible for common shares to be substituted into the Loyalty Register for different common shares without affecting the total number of Qualifying Common Shares or the total number of common shares that would become Qualifying Common Shares after an uninterrupted period of at least three (3) years after registration in the Loyalty Register, held by the shareholder or its Loyalty Transferee(s);

Qualifying Shareholder: a holder of one or more Qualifying Common Shares;

Record Date: has the meaning assigned thereto in Article 19.12;

share: a share in the share capital of the company; unless the contrary is apparent, this shall include each common share and each special voting share;

shareholder: a holder of one or more shares; unless the contrary is apparent, this shall include each holder of common shares and/or special voting shares;

special voting share: a special voting share in the share capital of the company;

subsidiary: a subsidiary of the company as referred to in Section 2:24a of the Dutch Civil Code;

Transferred Group: the relevant shareholder together with its Affiliates, if any, over which control was transferred as part of the same change of control transaction within the meaning of the definition of Change of Control.

1.2 References to Articles shall be deemed to refer to articles of these Articles of Association, unless the contrary is apparent.

2. Name and corporate seat

2.1 The name of the company is: **Fiat Chrysler Automobiles N.V.**

2.2 The company may also be referred to as FCA.

2.3 The company has its corporate seat in Amsterdam, the Netherlands.

2.4 The place of effective management of the company shall be in the United Kingdom, unless another place outside the United Kingdom is designated as the place of effective management by resolution of the board of directors adopted in a meeting in which all directors are present or represented.

3. Objects

3.1 The objects for which the company is established are to carry on, either directly or through wholly or partially-owned companies and entities, activities relating in whole or in any part to passenger and commercial vehicles, transport, mechanical engineering, energy, engines, capital machinery and equipment and related goods and propulsion, as well as any other manufacturing, commercial, financial or service activity.

3.2 Within the scope and for the achievement of the purposes mentioned in Article 3.1, the company may:

(a) operate in, among other areas, the mechanical, electrical, electro mechanical, thermo mechanical, electronic, nuclear, chemical, mining, steel and metallurgical industries, as well as in telecommunications, civil, industrial and agricultural engineering, publishing, information services, tourism and other service industries;

(b) acquire shareholdings and interests in companies and enterprises of any kind or form and purchase, sell or place shares, debentures, bonds, promissory notes or other securities or evidence of indebtedness;

(c) provide financing to companies and entities it wholly or partially owns and carry on the technical, commercial, financial and administrative coordination of their activities;

(d) provide or arrange for the provision (including through partially owned entities) of financing for distributors, dealers, retail customers, vendors and other business partners and carry on the technical, commercial, financial and administrative coordination of their activities;

(e) purchase or otherwise acquire, on its own behalf or on behalf of companies and entities it wholly or partially owns, the ownership or right of use of intangible assets providing them for use by those companies and entities;

(f) promote and ensure the performance of research and development activities, as well as the use and exploitation of the results thereof;

(g) undertake, on its own behalf or on behalf of companies and entities it wholly or partially owns, any investment, real estate, financial, commercial, or partnership transaction whatsoever, including the assumption of loans and financing in general and the granting to third parties of endorsements, surety ships and other guarantees, including real security; and

(h) undertake and perform any management or support services or any other activity ancillary, preparatory or complementary to any of the above.

4. Share capital and shares

4.1 The authorized share capital of the company amounts to forty million euro (EUR 40,000,000), divided into two billion (2,000,000,000) common shares and two billion (2,000,000,000) special voting shares with a nominal value of one eurocent (EUR 0.01) each.

4.2 When shares are subscribed for, the par value thereof and, if the shares are subscribed at a higher amount, the difference between such amounts, shall be paid-up, without prejudice to the provision of Section 2:80 paragraph 2 of the Dutch Civil Code. Where shares of a particular class are subscribed at a higher amount than the nominal value, the difference between such amounts shall be carried to the share premium reserve of that class of shares.

4.3 Upon the establishment of a right of pledge on a common share or the creation or transfer of a right of usufruct on a common share, the right to vote may be vested in the pledgee or the usufructuary, with due observance of the relevant provisions of Dutch law.

4.4 Both the holder of one or more common shares without voting right and the pledgee or usufructuary of one or more common shares with voting right shall have the rights conferred by law upon holders of depositary receipts issued with a company's cooperation for shares in its share capital.

4.5 No right of pledge may be established on a special voting share.

4.6 The voting rights attributable to a special voting share may not be assigned to the usufructuary.

4.7 The usufructuary of one or more special voting shares shall not have the rights conferred by law upon holders of depositary receipts issued with a company's cooperation for shares in its share capital.

4.8 The company may cooperate in the issuance of registered depositary receipts for common shares, but only pursuant to a resolution to that effect of the board of directors. Each holder of such depositary receipts shall have the rights conferred by law or by the applicable depositary agreement upon holders of depositary receipts issued with a company's cooperation for shares in its share capital.

5. Holding requirement in respect of special voting shares

5.1 Special voting shares may only be held by a Qualifying Shareholder and the company itself. A Qualifying Shareholder may hold no more than one (1) special voting share for each Qualifying Common Share held by such shareholder. Other than as provided in the Articles 8.8 and 8.9, there shall be no limit on the number of special voting shares that may be held by the company.

5.2 Subject to a prior resolution of the board of directors, which may set certain terms and conditions, the holder of one (1) or more Qualifying Common Shares will be eligible to hold one (1) special voting share for each such Qualifying Common Share.

5.3 In the event of a Change of Control in respect of a Qualifying Shareholder or in the event that a Qualifying Shareholder requests that some or all of its Qualifying Common Shares be de-registered from the Loyalty Register in accordance with Article 11.5, or transfers some or all of its Qualifying Common Shares to any other party (other than a Loyalty Transferee):

(a) a corresponding number of Qualifying Common Shares of such shareholder shall be de-registered from the Loyalty Register with immediate effect and as a consequence shall no longer qualify as Qualifying Common Shares;

(b) such shareholder shall be obliged to immediately offer and transfer a number of special voting shares equal to the number of Qualifying Common Shares referred to in Article 5.3 (a) to the company and any and all voting rights attached to such special voting shares will be suspended with immediate effect.

5.4 In the event of a Change of Control in respect of a shareholder who is registered in the Loyalty Register but is not yet a Qualifying Shareholder with respect to one or more of its common shares, a corresponding number of common shares of such shareholder shall be de-registered from the Loyalty Register with immediate effect.

5.5 In respect of special voting shares offered to the company pursuant to Article 5.3, the offering shareholder and the company shall determine the purchase price by mutual agreement. If they do not reach agreement on the purchase price, the purchase price shall be determined by one or more accountants appointed jointly by them. If they do not reach agreement on the accountant or accountants, as the case may be, the price shall be determined by three accountants, one to be appointed by the offering shareholder, one to be appointed by the company and the third one to be appointed jointly by the accountants thus appointed. The appointed accountants shall be authorized to inspect all books and records of the company and to obtain all such information as will be useful to them determining the price.

6. Issuance of shares

6.1 The general meeting of shareholders or alternatively the board of directors, if it has previously been designated to do so by the general meeting of shareholders, shall have authority to resolve on any issuance of shares. The general meeting of shareholders shall, for as long as any such designation of the board of directors for this purpose is in force, no longer have authority to decide on the issuance of shares. For a period of five (5) years from ● two thousand fourteen [*date on which these Articles of Association become effective*], the board of directors shall irrevocably be authorized to issue shares up to the maximum aggregate amount of shares as provided for in the company's authorized share capital as set out in Article 4.1, as amended from time to time.

6.2 The general meeting of shareholders or the board of directors if so designated in accordance with Article 6.1, shall decide on the price and the further terms and conditions of issuance, with due observance of what is required in relation thereto in the law and in these Articles of Association.

6.3 If the board of directors is designated to have authority to decide on the issuance of shares by the general meeting of shareholders, such designation shall specify the class of shares and the maximum number of shares that can be issued under such designation. When making such designation the duration thereof, which shall not be for more than five (5) years, shall be resolved upon at the same time. The designation may be extended from time to time for periods not exceeding five (5) years from the date of such extension. The designation may not be withdrawn unless otherwise provided in the resolution in which the designation is made.

6.4 Within eight (8) days after the passing of a resolution of the general meeting of shareholders to issue shares or to designate the board of directors as provided in Article 6.1, the company shall deposit the complete text of such resolution at the office of the Dutch trade register. Within eight (8) days after the end of each quarter of the financial year, the company shall notify the Dutch trade register of each issuance of shares which occurred during such quarter. Such notification shall state the number of shares issued and their class. Failure to duly make such notification shall neither affect the authority of the general meeting of shareholders or the board of directors to issue shares nor the validity of the shares issued.

6.5 What has been provided in the Articles 6.1 up to and including 6.4 shall *mutatis mutandis* be applicable to the granting of rights to subscribe for shares, but shall not be applicable to the issuance of shares to persons exercising a previously granted right to subscribe for shares.

6.6 Payment for shares shall be made in cash unless another form of contribution has been agreed. Payment in a currency other than euro may only be made with the consent of the company. Payment in a currency other than euro will discharge the obligation to pay up the nominal value to the extent that the

amount paid can be freely exchanged into an amount in euro equal to the nominal value of the relevant shares. The rate of exchange on the day of payment will be decisive, unless the company requires payment against the rate of exchange on a specified date which is not more than two (2) months before the last day on which payment for such shares is required to be made, provided that such shares will be admitted to trading on a regulated market or multilateral trading facility as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) or a regulated market or multilateral trading facility of a state, which is not a European Union member state, which is comparable thereto.

6.7 The board of directors is expressly authorized to enter into the legal acts referred to in Section 2:94 of the Dutch Civil Code, without the prior consent of the general meeting of shareholders.

7. Right of pre-emption

7.1 Subject to Article 7.9 and the remainder of this Article 7, in the event of an issuance of common shares, every holder of common shares shall have a right of pre-emption with regard to the common shares to be issued in proportion to the aggregate nominal value of his common shares, provided however that no such right of pre-emption shall exist in respect of shares to be issued to employees of the company or of a group company pursuant to any option plan of the company.

7.2 A shareholder shall have no right of pre-emption for shares that are issued against a non-cash contribution.

7.3 In the event of an issuance of special voting shares to Qualifying Shareholders, shareholders shall not have any right of pre-emption.

7.4 The general meeting of shareholders or the board of directors, as the case may be, shall decide when passing the resolution to issue shares in which manner the shares shall be issued and, to the extent that rights of pre-emption apply, within what period those rights may be exercised.

7.5 The company shall give notice of an issuance of shares that is subject to a right of pre-emption and of the period during which such right may be exercised by announcement in the Dutch State Gazette and in a nationally distributed newspaper.

7.6 The right of pre-emption may be exercised during a period of at least two (2) weeks after the announcement in the Dutch State Gazette.

7.7 Subject to Article 7.9, the right of pre-emption may be limited or excluded by a resolution of the general meeting of shareholders or a resolution of the board of directors if the board of directors has been designated to do so by the general meeting of shareholders and provided the board of directors has also been authorized to resolve on the issuance of shares. In the proposal to the general meeting of shareholders to limit or exclude pre-emption rights the reasons for the proposal and a substantiation of the proposed issuance price

shall be explained in writing. With respect to designation of the board of directors the provisions of the last three sentences of Article 6.3 shall apply *mutatis mutandis*.

7.8 For a resolution of the general meeting of shareholders to limit or exclude the right of pre-emption or to designate the board of directors as authorized to do so, a simple majority of the votes cast is required to approve such resolution, provided, however, that if less than one half of the issued share capital is represented at the meeting, then a majority of at least two thirds of the votes cast is required to adopt such resolution. Within eight (8) days from the resolution the company shall deposit a complete text thereof at the office of the Dutch trade register.

7.9 For a period of five (5) years from ● two thousand fourteen [*date on which these Articles of Association become effective*], the board of directors shall irrevocably be authorized to limit or exclude the right of pre-emption as set out in this Article 7 (including Article 7.10).

7.10 When rights are granted to subscribe for common shares the shareholders shall also have a right of pre-emption with respect to such rights; what has been provided hereinbefore in this Article 7 shall apply *mutatis mutandis*. Shareholders shall have no right of pre-emption in respect of shares that are issued to anyone who exercises a previously acquired right.

8. Acquisition or disposal by the company of shares in its own share capital

8.1 The company shall at all times have the authority to acquire fully paid-up shares in its own share capital, provided that such acquisition is made for no consideration (*om niet*).

8.2 The company shall also have authority to acquire fully paid-up shares in its own share capital or depositary receipts thereof for consideration, if:

(a) the general meeting of shareholders has authorized the board of directors to make such acquisition – which authorization shall be valid for no more than eighteen (18) months and has specified the number of shares which may be acquired, the manner in which they may be acquired and the (criteria to establish the) limits within which the price must be set;

(b) the company's equity, after deduction of the acquisition price of the relevant shares, is not less than the sum of the paid-in and called up portions of the share capital and the reserves that have to be maintained pursuant to Dutch law and these Articles of Association; and

(c) the aggregate nominal value of the shares to be acquired and the shares in its share capital the company already holds, holds as pledgee or are held by a subsidiary, does not amount to more than one half of the issued share capital.

8.3 The company's equity as shown in the last confirmed and adopted balance sheet, after deduction of the acquisition price for shares in the share capital of the company, the amount of the loans as referred to in Section 2:98c of the Dutch Civil Code and distributions from profits or reserves to any other persons that became due by the company and its subsidiaries after the date of the balance sheet, shall be decisive for purposes of Article 8.2 subs (b) and (c). If more than six (6) months have elapsed since the end of a financial year without the annual accounts having been adopted, an acquisition in accordance with Article 8.2 shall not be allowed until such time as the annual accounts shall be adopted.

8.4 No authorization shall be required if the company acquires its own shares for the purpose of transferring the same to employees of the company or a group company under a scheme applicable to such employees. Such own shares must be officially listed on a price list of a stock exchange.

8.5 The Articles 8.1 and 8.2 shall not apply to shares which the company acquires under universal title of succession (*algemene titel*).

8.6 Any acquisition by the company of shares that have not been fully paid up shall be void.

8.7 Any disposal of shares held by the company will require a resolution of the board of directors. Such resolution shall also stipulate any conditions of the disposal.

8.8 The company may, jointly with its subsidiaries, hold shares in its own capital exceeding one-tenth of its issued capital for no more than three years after

acquisition of shares for no consideration or under universal title of succession. Any shares held by the company in excess of the amount permitted shall transfer to the directors jointly at the end of the last day of such three year period. Each director shall be jointly and severally liable to compensate the company for the value of the shares at such time, with interest at the statutory rate thereon from such time. For the purpose of this Article 8.8 the term shares shall include depositary receipts for shares and shares in respect of which the company holds a right of pledge.

8.9 Article 8.8 shall apply correspondingly to shares and depositary receipt for shares acquired by the company in accordance with Article 8.4 without the authorization of the general meeting and held by the company for more than one year after acquisition thereof.

9. Reduction of the issued share capital

9.1 The general meeting of shareholders shall have the authority to pass a resolution to reduce the issued share capital (i) by the cancellation of shares and/or (ii) by reducing the nominal value of the shares by means of an amendment to these Articles of Association. The shares to which such resolution relates shall be stated in the resolution and it shall also be stated therein how the resolution shall be implemented.

9.2 A resolution to cancel shares may only relate to shares held by the company itself in its own share capital.

9.3 Any reduction of the nominal value of the shares without repayment must be made *pro rata* on all shares of the same class.

9.4 A partial repayment on shares shall only be allowed in implementation of a resolution to reduce the nominal value of the shares. Such a repayment must be made in respect of all shares of the same class on a *pro rata* basis, or in respect of the special voting shares only. The *pro rata* requirement may be waived with the consent of all the shareholders of the affected class.

9.5 A resolution to reduce the share capital shall require a simple majority of the votes cast in a general meeting of shareholders, provided, however, that such resolution shall require a majority of at least two-thirds of the votes cast in a general meeting of shareholders if less than one half of the issued capital is represented at the meeting.

9.6 The notice convening a general meeting of shareholders at which a resolution to reduce the share capital is to be passed shall state the purpose of the reduction of the share capital and the manner in which effect is to be given thereto. Section 2:123 paragraphs 1 and 2 of the Dutch Civil Code shall apply *mutatis mutandis*.

9.7 The company shall deposit the resolutions referred to in Article 9.1 at the office of the Dutch trade register and shall publish a notice of such deposit in a nationally distributed daily newspaper; what has been provided in Section 2:100 paragraphs 2 up to and including 6 of the Dutch Civil Code shall be applicable to the company.

10. Shares and share certificates

10.1 The shares shall be registered shares and they shall for each class be numbered as the board of directors shall determine.

10.2 The board of directors may resolve that, at the request of the shareholder, share certificates shall be issued in respect of shares in such denominations as the board of directors shall determine, which certificates are exchangeable at the request of the shareholder.

10.3 Share certificates shall not be provided with dividend coupons or a talon.

10.4 Each share certificate carries the number(s), if any, of the share(s) in respect of which they were issued.

10.5 The exchange referred to in Article 10.2 shall be free of charge.

10.6 Share certificates shall be signed by a director. The board of directors may resolve that the signature shall be replaced by a facsimile signature.

10.7 The board of directors may determine that for the purpose of trading and transfer of shares at a foreign stock exchange, share certificates shall be issued in such form as shall comply with the requirements of such foreign stock exchange.

10.8 On a request in writing by the party concerned and upon provision of satisfactory evidence as to title, replacement share certificates may be issued in respect of share certificates which have been mislaid, stolen or damaged, on such conditions, including, without limitation, the provision of indemnity to the company as the board of directors shall determine.

10.9 The costs of the issuance of replacement share certificates may be charged to the applicant. As a result of the issuance of replacement share certificates the original share certificates will become void and the company will have no further obligation with respect to such original share certificates. Replacement share certificates will bear the numbers of the documents they replace.

11. Register of shareholders and Loyalty Register

11.1 The board of directors shall appoint a registrar who shall keep a register of shareholders in which the name and address of each shareholder shall be entered, the number and class of shares held by each of them, and, in so far as applicable, the further particulars referred to in Section 2:85 of the Dutch Civil Code.

11.2 The registrar shall be authorized to keep the register of shareholders in an electronic form and to keep a part of the register of shareholders outside the Netherlands if required to comply with applicable foreign legislation or the rules of a stock exchange where the shares are listed.

11.3 The board of directors shall determine the form and contents of the register of shareholders with due observance of the provisions of Articles 11.1 and 11.2 and Section 2:85 of the Dutch Civil Code.

11.4 The registrar shall separately administer a Loyalty Register which does not form part of the company's register of shareholders. The registrar shall enter in the Loyalty Register the name and address of shareholders who have requested the board of directors to be registered in such register in order to become eligible to acquire special voting shares, recording the entry date and number and amount of common shares in respect of which the relevant request was made.

11.5 A holder of common shares that are included in the Loyalty Register may at any time request to de-register from the Loyalty Register some or all of its common shares included therein.

11.6 The register of shareholders and Loyalty Register shall be kept up to date regularly.

11.7 Upon request and free of charge, the registrar shall provide shareholders and those who have a right of usufruct or pledge in respect of such shares with an extract from the register of shareholders and Loyalty Register in respect of their registration.

11.8 The registrar shall be authorized to disclose information and data contained in the register of shareholders and Loyalty Register and/or have the same inspected to the extent that this is requested to comply with applicable legislation or rules of a stock exchange where the shares are listed from time to time.

12. Transfer of shares

12.1 The transfer of shares or of a restricted right thereto shall require an instrument intended for such purpose and, save when the company itself is a party to such legal act, the written acknowledgement by the company of the transfer. The acknowledgement shall be made in the instrument or by a dated statement on the instrument or on a copy or extract thereof mentioning the acknowledgement signed as a true copy by the notary or the transferor, or in the manner referred to in Article 12.2. Service of such instrument or such copy or extract on the company shall be considered to have the same effect as an acknowledgement.

12.2 If a share certificate has been issued for a share the surrender to the company of the share certificate shall also be required for such transfer.
The company may acknowledge the transfer by making an annotation on such share certificate as proof of the acknowledgement or by replacing the surrendered certificate by a new share certificate registered in the name of the transferee.

13. Blocking Clause in respect of special voting shares

13.1 Common shares are freely transferable. A transfer of special voting shares other than pursuant to Article 5.3 may only be effected with due observance of Articles 5.1 and 13.

13.2 A shareholder who wishes to transfer one or more special voting shares shall require the approval of the board of directors.

13.3 If the board of directors grants the approval, or if approval is deemed to have been granted as provided for in Article 13.4, the transfer must be effected within three (3) months of the date of such approval or deemed approval.

13.4 If the board of directors does not grant the approval, then the board of directors should at the same time provide the requesting shareholder with the names of one or more prospective purchasers who are prepared to purchase all the special voting shares referred to in the request for approval, against payment in cash. If the board of directors does not grant the approval but at the same time fails to designate prospective purchasers, then approval shall be deemed to have been granted. The approval shall likewise be deemed granted if the board of directors has not made a decision in respect of the request for approval within six (6) weeks upon receipt of such request.

13.5 The requesting shareholder and the prospective purchaser accepted by him shall determine the purchase price referred to in Article 13.4 by mutual agreement. If they do not reach agreement on the purchase price, Article 5.5 shall apply *mutatis mutandis*.

14. Board of directors

14.1 The company shall have a board of directors, consisting of three (3) or more directors, comprising both directors having responsibility for the day-to-day management of the company (executive directors) and directors not having such day-to-day responsibility (non-executive directors). The board of directors as a whole will be responsible for the strategy of the company. The majority of the directors shall consist of non-executive directors.

14.2 Subject to Article 14.1, the board of directors shall determine the number of directors.

14.3 The general meeting of shareholders shall appoint the directors and shall at all times have power to suspend or to dismiss any director. Upon appointment the general meeting of shareholders shall determine whether a director is an executive director or a non-executive director. The term of office of directors will be for a period of approximately one year after appointment, such period expiring on the day the first annual general meeting of shareholders is held in the following calendar year at the end of the relevant meeting. If as a result of resignations or other reasons the majority of the directors elected by shareholders is no longer in office, a general meeting of shareholders will be convened on an urgent basis by the directors still in office for the purpose of electing a new board of directors. In such case, the term of office of all directors in office that are not reappointed at that general meeting of shareholders will be deemed to have expired at the end of the relevant meeting. Each director may be reappointed for an unlimited number of terms.

14.4 The company shall have a policy in respect of the remuneration of the directors. Such remuneration policy shall be adopted by the general meeting of shareholders. The remuneration policy shall at a minimum address the matters referred to in Section 2:383 (c) to (e) of the Dutch Civil Code, to the extent they relate to the board of directors.

14.5 With due observation of the remuneration policy referred to in Article 14.4 and the provisions of law, including those in respect of allocation of responsibilities between executive and non-executive directors, the board of directors may determine the remuneration for the directors in respect of the performance of their duties, provided that nothing herein contained shall preclude any directors from serving the company or any subsidiary or related company thereof in any other capacity and receiving compensation therefor and provided further that the executive directors may not participate in the decision-making regarding the determination of the remuneration for the executive directors.

14.6 The board of directors shall submit to the general meeting of shareholders for its approval plans to award shares or the right to subscribe for shares. The plans shall at least set out the number of shares and rights to subscribe for shares that may be awarded to the board of directors and the criteria that shall apply to the award or any change thereto.

14.7 Failure to obtain the approval of the general meeting of shareholders required under Article 14.6 shall not affect the powers of representation of the board of directors.

14.8 The company shall not grant its directors any personal loans, guarantees or the like other than in the normal course of business, as regards executive directors on terms applicable to the personnel as a whole, and after approval of the board of directors.

15. Management, regulations and decision-making

15.1 The board of directors shall exercise its duties, including the oversight of the company, subject to the limitations contained in these Articles of Association.

15.2 The chairman of the board of directors as referred to by law shall be a non-executive director and shall have the title Chairman. The board of directors may grant other titles to the directors. The board of directors may furthermore appoint or delegate the appointment of a Secretary, who need not be selected from among its members.

The board of directors shall draw up board regulations to deal with matters that concern the board of directors internally.

15.3 The regulations shall include an allocation of tasks amongst the executive directors and non-executive directors and may provide for general or specific delegation of powers.

The regulations shall contain provisions concerning the manner in which meetings of the board of directors are called and held, including the decision-making process. Subject to Article 2.4, these regulations may provide that meetings may be held by telephone conference or video conference, provided that all participating directors can follow the proceedings and participate in real time discussion of the items on the agenda.

15.4 The board of directors can only adopt valid resolutions when the majority of the directors in office shall be present or represented at the meeting of the board of directors.

15.5 A director may be represented by a co-director if authorized in writing; provided that a director may not act as proxy for more than one co-director.

15.6 All resolutions shall be adopted by the favorable vote of the majority of the directors present or represented at the meeting, provided that the regulations may contain specific provisions in this respect. Each director shall have one (1) vote.

15.7 The board of directors shall be authorized to adopt resolutions without convening a meeting if all directors shall have expressed their opinions in writing, unless one or more directors shall object in writing to the resolution being adopted in this way prior to the adoption of the resolution.

15.8 The board of directors shall require the approval of the general meeting of shareholders for resolutions concerning an important change in the company's identity or character, including in any case:

(a) the transfer to a third party of the business of the company or practically the entire business of the company;

(b) the entry into or breaking off of any long-term cooperation of the company or a subsidiary with another legal entity or company or as a fully liable partner of a general partnership or limited partnership, where such entry or breaking off is of far-reaching importance to the company;

(c) the acquisition or disposal by the company or a subsidiary of an interest in the share capital of a company with a value of at least one/third of the company's assets according to the consolidated balance sheet with explanatory notes included in the last adopted annual accounts of the company.

15.9 Failure to obtain the approval required under Article 15.8 shall not affect the powers of representation of the board of directors.

15.10 In the event of receipt by the board of directors of a third party offer to acquire a business or one or more subsidiaries for an amount in excess of the threshold referred to in Article 15.8 sub (c), the board of directors shall, if and when such bid is made public, at its earliest convenience or otherwise in compliance with applicable law issue a public position statement in respect of such offer.

15.11 If the office(s) of one or more directors be vacated or if one or more directors be otherwise unavailable, the remaining directors or the remaining director shall have the full power of the board of directors without interruption, provided however that in such event the board of directors shall have power to designate one or more persons to temporarily assist the remaining director(s) to manage the company. If the offices of all directors be vacated or if all directors be otherwise unable to act, the management shall temporarily be vested in the person or persons whom the general meeting of shareholders shall appoint for that purpose.

15.12 A director shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that director and the company and the enterprise connected with it. If there is such personal conflict of interest in respect of all directors, the preceding sentence does not apply and the board of directors shall maintain its authority, subject to the approval of the general meeting of shareholders.

16. Committees

16.1 The board of directors shall have power to appoint any committees, composed of directors and officers of the company and of group companies.

16.2 The board of directors shall determine the specific functions, tasks and procedures, as well as the duration of any of the committees referred to in this Article 16. For the avoidance of doubt, as such committees act on the basis of delegation of certain responsibilities of the board of directors, the board of directors shall remain fully responsible for the actions undertaken by such committees and may withdraw the delegation of powers to such committees in its discretion.

17. Representation

17.1 The general authority to represent the company shall be vested in the board of directors and the Chief Executive Officer.

17.2 The board of directors or the Chief Executive Officer may also confer authority to represent the company, jointly or severally, to one or more individuals (*procuratiehouders*) who would thereby be granted powers of representation with respect to such acts or categories of acts as the board of directors or the Chief Executive Officer may determine and shall notify to the Dutch trade register. Such authority may be revoked provided that any authority conferred by the board of directors may be revoked only by the board of directors.

18. Indemnity

18.1 The company shall indemnify any and all of its directors, officers, former directors, former officers and any person who may have served at its request as a director or officer of another company in which it owns shares or of which it is a creditor, who were or are made a party or are threatened to be made a party to or are involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (each a **Proceeding**), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, against any and all liabilities, damages, reasonable and documented expenses (including reasonably incurred and substantiated attorneys' fees), financial effects of judgments, fines, penalties (including excise and similar taxes and punitive damages) and amounts paid in settlement in connection with such Proceeding by any of them. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled otherwise.

18.2 Indemnification under this Article 18 shall continue as to any person who has ceased to serve in the capacity which initially entitled such person to indemnity under Article 18.1 related to and arising from such person's activities while acting in such capacity. No amendment, modification or

repeal of this Article 18 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

18.3 Notwithstanding Article 18.1 hereof, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall be adjudged to be liable for gross negligence or wilful misconduct in the performance of such person's duty to the company.

18.4 The right to indemnification conferred in this Article 18 shall include a right to be paid or reimbursed by the company for any and all reasonable and documented expenses incurred by any person entitled to be indemnified under this Article 18 who was, or is threatened, to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to such person's ultimate entitlement to indemnification; provided, however, that such person shall undertake to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 18.

19. General meeting of shareholders

19.1 At least one (1) general meeting of shareholders shall be held every year, which meeting shall be held within six (6) months after the close of the financial year.

19.2 Furthermore, general meetings of shareholders shall be held in the case referred to in Section 2:108a of the Dutch Civil Code and as often as the board of directors, the Chairman or Chief Executive Officer deems it necessary to hold them, without prejudice to what has been provided in Article 19.3.

19.3 Shareholders solely or jointly representing at least ten percent (10%) of the issued share capital may request the board of directors, in writing, to call a general meeting of shareholders, stating the matters to be dealt with.
If the board of directors fails to call a meeting, then such shareholders may, on their application, be authorized by the interim provisions judge of the court (*voorzieningenrechter van de rechtbank*) to convene a general meeting of shareholders. The interim provisions judge shall reject the application if he is not satisfied that the applicants have previously requested the board of directors in writing, stating the exact subjects to be discussed, to convene a general meeting of shareholders.

19.4 General meetings of shareholders shall be held in Amsterdam or Haarlemmermeer (Schiphol Airport), the Netherlands, and shall be called by the board of directors, the Chairman or Chief Executive Officer of the board of directors, in such manner as is required to comply with the law and the applicable stock exchange regulations, no later than on the forty-second (42nd) day before the day of the meeting.

19.5 All convocations of general meetings of shareholders and all announcements, notifications and communications to shareholders and other persons entitled to attend the meeting shall be made by means of an announcement on the company's corporate website and such announcement shall remain accessible until the relevant general meeting of shareholders. Any communication to be addressed to the general meeting of shareholders by virtue of law or these Articles of Association, may be either included in the notice, referred to in the preceding sentence or, to the extent provided for in such notice, on the company's corporate website and/or in a document made available for inspection at the office of the company and such other place(s) as the board of directors shall determine.

19.6 In addition to Article 19.5, convocations of general meetings of shareholders may be sent to shareholders and other persons entitled to attend the meeting through the use of an electronic means of communication to the address provided by such shareholders and other persons to the company for this purpose.

19.7 The notice shall state the place, date and hour of the meeting and the agenda of the meeting as well as the other data required by law.

19.8 An item proposed in writing by such number of shareholders and other persons entitled to attend the meeting who, by law, are entitled to make such proposal, shall be included in the notice or shall be announced in a manner similar to the announcement of the notice, provided that the company has received the relevant request or a proposed resolution, including the reasons for putting the relevant item on the agenda, no later than on the sixtieth day before the day of the meeting.

19.9 The agenda of the annual general meeting of shareholders shall contain, *inter alia*, the following items:

(a) the implementation of the remuneration policy;
(b) adoption of the annual accounts;
(c) granting of discharge to the directors in respect of the performance of their duties in the relevant financial year;
(d) the appointment of directors;
(e) the policy of the company on additions to reserves and on dividends, if any;
(f) if, applicable, the proposal to pay a dividend;
(g) if applicable, discussion of any substantial change in the corporate governance structure of the company; and
(h) any matters decided upon by the person(s) convening the meeting and any matters placed on the agenda with due observance of Article 19.8.

19.10 The board of directors shall provide the general meeting of shareholders with all requested information, unless this would be contrary to an overriding interest of the company. If the board of directors invokes an overriding interest, it must give reasons.

19.11 If a right of approval is granted to the general meeting of shareholders by law or these Articles of Association (for instance as referred to in Article 14.6 and Article 15.8) or the board of directors requests a delegation of powers or authorization (for instance as referred to in Article 6), the board of directors shall inform the general meeting of shareholders by means of a circular or explanatory notes to the agenda of all facts and circumstances relevant to the approval, delegation or authorization to be granted.

19.12 For the purpose of Articles 19 and 20, persons with the right to vote or attend meetings shall be considered those persons who have these rights at the twenty-eighth day prior to the day of the meeting (**Record Date**) and are registered as such in a register to be designated by the board of directors for such purpose, irrespective whether they will have these rights at the date of the meeting. In addition to the Record Date, the notice of the meeting shall further state the manner in which shareholders and other persons entitled to attend the meeting may have themselves registered and the manner in which those rights can be exercised.

19.13 If a proposal to amend these Articles of Association is to be dealt with, a copy of that proposal, in which the proposed amendments are stated verbatim, shall be made available for inspection to the shareholders and other persons entitled to attend the meeting, at the office of the company and on the website of the company, as from the day the general meeting of shareholders is called until after the close of that meeting. Upon request, each of them shall be entitled to obtain a copy thereof, without charge.

20. Chairman, minutes, rights, admittance and voting

20.1 The general meeting of shareholders shall be presided over by the Chairman or, in his absence, by the person chosen by the board of directors to act as chairman for such meeting.

20.2 One of the persons present designated for that purpose by the chairman of the meeting shall act as secretary of the meeting and take minutes of the business transacted. The minutes shall be adopted by the chairman of the meeting and the secretary of the meeting and signed by them in witness thereof.

20.3 The minutes of the general meeting of shareholders shall be made available, on request, to the shareholders no later than three (3) months after the end of the meeting, after which the shareholders shall have the opportunity to react to the minutes in the following three (3) months. The minutes shall then be adopted in the manner as described in Article 20.2.

20.4 If an official notarial record is made of the business transacted at the meeting then minutes need not be drawn up and it shall suffice that the official notarial record be signed by the notary.

20.5 As a prerequisite to attending the meeting and, to the extent applicable, exercising voting rights, the shareholders and other persons entitled to attend the meeting shall be obliged to inform the board of directors in writing within the time frame mentioned in the convening notice. At the latest this notice must be received by the board of directors on the day mentioned in the convening notice.

20.6 Shareholders and other persons entitled to attend the meetings may procure to be represented at any meeting by a proxy duly authorized in writing, provided they shall notify the company in writing of their wish to be represented at such time and place as shall be stated in the notice of the meetings. For the avoidance of doubt, such attorney is also authorized in writing if the proxy is documented electronically. The board of directors may determine further rules concerning the deposit of the powers of attorney; these shall be mentioned in the notice of the meeting.

20.7 The chairman of the meeting shall decide on the admittance to the meeting of persons other than those who are entitled to attend.

20.8 For each general meeting of shareholders, the board of directors may decide that shareholders and other persons entitled to attend the meeting shall be entitled to attend, address and exercise voting rights at such meeting through the use of electronic means of communication, provided that shareholders and other persons who participate in the meeting are capable of being identified through the electronic means of communication and have direct cognizance of the discussions at the meeting and the exercising of voting rights (if applicable). The board of directors may set requirements for the use of electronic means of communication and state these in the convening notice. Furthermore, the board of directors may for each general meeting of shareholders decide that votes cast by the use of electronic means of

communication prior to the meeting and received by the board of directors shall be considered to be votes cast at the meeting. Such votes may not be cast prior to the Record Date. Whether the provision of the foregoing two sentences applies and the procedure for exercising the rights referred to in that sentence shall be stated in the notice.

20.9 Prior to being allowed admittance to a meeting, a shareholder and each other person entitled to attend the meeting, or their attorney, shall sign an attendance list, while stating his name and, to the extent applicable, the number of votes to which he is entitled. Each shareholder and other person attending a meeting by the use of electronic means of communication and identified in accordance with Article 20.8 shall be registered on the attendance list by the board of directors. In the event that it concerns an attorney of a shareholder or another person entitled to attend the meeting, the name(s) of the person(s) on whose behalf the attorney is acting, shall also be stated. The chairman of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.

20.10 The chairman of the meeting may determine the time for which shareholders and others entitled to attend the general meeting of shareholders may speak if he considers this desirable with a view to the order by conduct of the meeting as well as other procedures that the chairman considers desirable for the efficient and orderly conduct of the business of the meeting.

20.11 Every share (whether common or special voting) shall confer the right to cast one (1) vote.

Shares in respect of which the law determines that no votes may be cast shall be disregarded for the purposes of determining the proportion of shareholders voting, present or represented or the proportion of the share capital present or represented.

20.12 All resolutions shall be passed with an absolute majority of the votes validly cast unless otherwise specified herein.

Blank votes shall not be counted as votes cast.

20.13 All votes shall be cast in writing or electronically. The chairman of the meeting may, however, determine that voting by raising hands or in another manner shall be permitted.

20.14 Voting by acclamation shall be permitted if none of the shareholders present or represented objects.

20.15 No voting rights shall be exercised in the general meeting of shareholders for shares or depositary receipts thereof owned by the company or by a subsidiary. Pledgees and usufructuaries of shares owned by the company and its subsidiaries shall however not be excluded from exercising their voting rights, if the right of pledge or usufruct was created before the shares were owned by the company or a subsidiary. Neither the company nor any of its subsidiaries may exercise voting rights for shares in respect of which it holds a right of pledge or usufruct.

20.16 Without prejudice to the other provisions of this Article 20, the company shall determine for each resolution passed:
(a) the number of shares on which valid votes have been cast;
(b) the percentage that the number of shares as referred to under (a) represents in the issued share capital;
(c) the aggregate number of votes validly cast; and
(d) the aggregate number of votes cast in favour of and against a resolution, as well as the number of abstentions.

21. Audit

21.1 The general meeting of shareholders shall appoint an accountant to examine the annual accounts drawn up by the board of directors, to report thereon to the board of directors, and to express an opinion with regard thereto.

21.2 If the general meeting of shareholders fails to appoint the accountant as referred to in Article 21.1, this appointment shall be made by the board of directors.

21.3 To the extent permitted by law, the appointment provided for in Article 21.1 may be cancelled by the general meeting of shareholders and if the appointment has been made by the board of directors, by the board of directors.

21.4 The accountant may be questioned by the general meeting of shareholders in relation to the accountant's statement on the fairness of the annual accounts. The accountant shall therefore be invited to attend the general meeting of shareholders convened for the adoption of the annual accounts.

21.5 The accountant shall, in any event, attend the meeting of the board of directors at which the report of the accountant is discussed, and at which the annual accounts are to be approved.

22. Financial year, annual accounts and distribution of profits

22.1 The financial year of the company shall coincide with the calendar year.

22.2 The board of directors shall annually close the books of the company as at the last day of every financial year and shall within four (4) months thereafter draw up annual accounts consisting of a balance sheet, a profit and loss account and explanatory notes. Within such four (4) month period the board of directors shall publish the annual accounts, including the accountant's certificate, the annual report and any other information that would need to be made public in accordance with the applicable provisions of law and the requirements of any stock exchange on which common shares are listed.

22.3 The company shall publish its annual accounts and annual report and the other documents referred to in Section 2:392 of the Dutch Civil Code in the English language and in accordance with Section 2:394 of the Dutch Civil Code.

22.4 If the activity of the company or the international structure of its group justifies the same as determined by the board of directors, its annual accounts or its consolidated accounts may be prepared in a foreign currency.

22.5 The broad outline of the corporate governance structure of the company shall be explained in a separate chapter of the annual report. In the explanatory notes to the annual accounts the company shall state, in addition to the information to be included pursuant to Section 2:383d of the Dutch Civil Code, the value of the options granted to the executive directors and employees and shall indicate how this value is determined.

22.6 The annual accounts shall be signed by all the directors; should any signature be missing, then this shall be mentioned in the annual accounts, stating the reason.

22.7 The company shall ensure that the annual accounts, the annual report and the other data referred to in Article 22.2 and the statements are available at its office as from the date on which the general meeting of shareholders at which they are intended to be dealt with is called, as well as on the website of the company. The shareholders and those entitled to attend general meetings of shareholders shall be permitted to inspect these documents at the company's office and to obtain copies thereof free of charge.

22.8 The general meeting of shareholders shall adopt the annual accounts.

22.9 At the general meeting of shareholders at which it is resolved to adopt the annual accounts, a proposal concerning release of the directors from liability for their respective duties, insofar as the exercise of such duties is reflected in the annual accounts or otherwise disclosed to the general meeting of shareholders prior to the adoption of the annual accounts, shall be brought up separately for discussion. The scope of any such release from liability shall be subject to limitations by virtue of the law.

23. Reserves and profits

23.1 The company shall maintain a special capital reserve to be credited against the share premium exclusively for the purpose of facilitating any issuance or cancellation of special voting shares. The special voting shares shall not carry any entitlement to the balance of the special capital reserve. The board of directors shall be authorized to resolve upon (i) any distribution out of the special capital reserve to pay up special voting shares or (ii) re-allocation of amounts to credit or debit the special capital reserve against or in favour of the share premium reserve.

23.2 The company shall maintain a separate dividend reserve for the special voting shares. The special voting shares shall not carry any entitlement to any other reserve of the company. Any distribution out of the special voting rights dividend reserve or the partial or full release of such reserve will require a prior proposal from the board of directors and a subsequent resolution of the meeting of holders of special voting shares.

23.3 From the profits, shown in the annual accounts, as adopted, such amounts shall be reserved as the board of directors may determine.

23.4 The profits remaining thereafter shall first be applied to allocate and add to the special voting shares dividend reserve an amount equal to one percent (1%) of the aggregate nominal value of all outstanding special voting shares. The calculation of the amount to be allocated and added to the special voting shares dividend reserve shall occur on a time-proportionate basis. If special voting shares are issued during the financial year to which the allocation and addition pertains, then the amount to be allocated and added to the special voting shares dividend reserve in respect of these newly issued special voting shares shall be calculated as from the date on which such special voting shares were issued until the last day of the financial year concerned. The special voting shares shall not carry any other entitlement to the profits.

23.5 Any profits remaining thereafter shall be at the disposal of the general meeting of shareholders for distribution of profits on the common shares only, subject to the provision of Article 23.8.

23.6 Subject to a prior proposal of the board of directors, the general meeting of shareholders may declare and pay distributions of profits and other distributions in United States Dollars. Furthermore, subject to the approval of the general meeting of shareholders and the board of directors having been designated as the body competent to pass a resolution for the issuance of shares in accordance with Article 6, the board of directors may decide that a distribution shall be made in the form of shares or that shareholders shall be given the option to receive a distribution either in cash or in the form of shares.

23.7 The company shall only have power to make distributions to shareholders and other persons entitled to distributable profits to the extent the company's equity exceeds the sum of the paid in and called up part of the share capital and the reserves that must be maintained pursuant to Dutch law and these Articles of Association. No distribution of profits or other distributions may be made to the company itself for shares that the company holds in its own share capital.

23.8 The distribution of profits shall be made after the adoption of the annual accounts, from which it appears that the same is permitted.

23.9 The board of directors shall have power to declare one or more interim distributions of profits, provided that the requirements of Article 23.7 are duly observed as evidenced by an interim statement of assets and liabilities as referred to in Section 2:105 paragraph 4 of the Dutch Civil Code and provided further that the policy of the company on additions to reserves and distributions of profits is duly observed. The provisions of Articles 23.2 and 23.3 shall apply *mutatis mutandis*.

23.10 The board of directors may determine that distributions are made from the company's share premium reserve or from any other reserve, provided that payments from reserves may only be made to the shareholders that are entitled to the relevant reserve upon the dissolution of the company.

23.11 Distributions of profits and other distributions shall be made payable in the manner and at such date(s) - within four (4) weeks after declaration thereof - and notice thereof shall be given, as the general meeting of shareholders, or in the case of interim distributions of profits, the board of directors shall determine.

23.12 Distributions of profits and other distributions, which have not been collected within five (5) years and one (1) day after the same have become payable, shall become the property of the company.

24. Amendment of the Articles of Association

A resolution to amend these Articles of Association can only be passed by a general meeting of shareholders pursuant to a prior proposal of the board of directors. A majority of at least two-thirds of the votes cast shall be required if less than one half of the issued share capital is present or represented at the meeting.

25. Dissolution and winding-up

25.1 A resolution to dissolve the company can only be passed by a general meeting of shareholders pursuant to a prior proposal of the board of directors. A majority of at least two-thirds of the votes cast shall be required if less than one half of the issued share capital is present or represented at the meeting. In the event a resolution is passed to dissolve the company, the directors shall become liquidators (*vereffenaars*) of the dissolved company's property, unless the general meeting of shareholders resolves otherwise.

25.2 The general meeting of shareholders shall appoint and decide on the remuneration of the liquidators.

25.3 Until the winding-up of the company has been completed, these Articles of Association shall to the extent possible, remain in full force and effect.

25.4 Whatever remains of the company's equity after all its debts have been discharged:

(a) shall first be applied to distribute the aggregate balance of share premium reserves and other reserves than the special voting shares dividend reserve of the company to the holders of common shares in proportion to the aggregate nominal value of the common shares held by each of them;

(b) secondly, from any balance remaining, an amount equal to the aggregate amount of the nominal value of the common shares will be distributed to the holders of common shares in proportion to the aggregate nominal value of common shares held by each of them;

(c) thirdly, from any balance remaining, an amount equal to the aggregate amount of the special voting shares dividend reserve will be distributed to the holders of special voting shares in proportion to the aggregate nominal value of the special voting shares held by each of them;

(d) fourthly, from any balance remaining, the aggregate amount of the nominal value of the special voting shares will be distributed to the holders of special voting shares in proportion to the aggregate nominal value of the special voting shares held by each of them; and

(e) lastly, the balance remaining will be distributed to the holders of the common shares in proportion to the aggregate nominal value of common shares held by each of them.

25.5 After the company has ceased to exist the books and records of the company shall remain in the custody of the person designated for that purpose by the liquidators for the period provided by law.

25.6 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

FIAT CHRYSLER AUTOMOBILES N.V.
SPECIAL VOTING SHARES – TERMS AND CONDITIONS

These terms and conditions will apply to the issuance, allocation, acquisition, holding, repurchase and transfer of special voting and common shares in the share capital of Fiat Chrysler Automobiles N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at 240 Bath Road, SL1 4DX, Slough, United Kingdom.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following words and expressions shall have the following meanings, except if the context requires otherwise:

Affiliate	with respect to any specified person, any other person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing;
Agent	the bank, depositary or trust appointed by the Board from time to time and in relation to the relevant jurisdiction in which Company's shares are listed for trading. ● and ● have each been appointed as the first Agent;
Articles of Association	the articles of association of the Company as in effect from time to time;
Board	the board of directors of the Company;
Broker	the financial institution or broker at which the relevant Shareholder operates his securities account;
Business Day	a calendar day which is not a Saturday or a Sunday or a public holiday in the State of New York, United Kingdom, the Netherlands or any jurisdiction in which the Company's shares are listed for trading;
Change of Control	has the meaning set out in the Articles of Association;
Change of Control Notification	a notification to be made by a Qualifying Shareholder in respect of whom a Change of Control has occurred, in accordance with the form annexed hereto as Exhibit G;

Common Shares	common shares in the share capital of the Company;
Company	Fiat Chrysler Automobiles N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at 240 Bath Road, SL1 4DX, Slough, United Kingdom;
Compensation Amount	has the meaning set out in clause 10;
Deed of Allocation	a private deed of allocation (*onderhandse akte van toekenning*) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit B;
Deed of Withdrawal	a private deed of repurchase and transfer (*onderhandse akte van inkoop en overdracht*) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit D;
De-Registration Form	a form to be completed by a Shareholder requesting to de-register some or all of his Common Shares from the Loyalty Register, substantially in the form as annexed hereto as Exhibit C;
De-Registration Request	has the meaning set out in clause 7.1;
DTC	The Depository Trust Company;
Electing Common Shares	Common Shares registered in the Loyalty Register for the purpose of becoming Qualifying Common Shares in accordance with the Articles of Association;
Election Forms	a form to be completed by a Shareholder requesting the Company to register some or all of his Common Shares in the Loyalty Register, substantially in the form as annexed hereto as Exhibit A;
Fiat	Fiat S.p.A.;
Fiat EGM	the extraordinary general meeting of shareholders of Fiat at which such shareholders approved the Fiat Merger;
Fiat EGM Date	the date on which the Fiat EGM took place;
Fiat Merger	the cross-border statutory merger pursuant to which Fiat (as disappearing entity) has merged into the Company (as surviving entity);

Initial Allocation Procedures	means the procedures pursuant to which the former shareholders of Fiat (including those persons who, through a bank, broker or custodian, were the beneficial owner of ordinary shares in Fiat), have been given the opportunity to opt for an initial allocation of Special Voting Shares upon completion of the Fiat Merger, as such procedures have been described in the merger documentation;
Initial Broker Confirmation Statement	a written statement from a Broker confirming with respect to a Shareholder that such Shareholder has uninterruptedly held one or more common shares in the share capital of Fiat from the record date preceding the Fiat EGM Date up to and including the Merger Execution Date;
Initial Deed of Allocation	a private deed of allocation (*onderhandse akte van toekenning*) of Special Voting Shares between the Company and an Initial Qualifying Shareholder, substantially in the form as annexed hereto as Exhibit F;
Initial Election Form	a form to be completed by a shareholder of Fiat (including any person who, through a bank, broker or custodian, is the beneficial owner of ordinary shares in Fiat), requesting the Company to register some or all of the Common Shares to be acquired by such person on the occasion and as a result of the Fiat Merger in the Loyalty Register and applying for a corresponding number of Special Voting Shares, substantially in the form as annexed hereto as Exhibit E;
Initial Qualifying Shareholders	has the meaning set out in clause 6.1;
Loyalty Intermediary Account	any securities account designated by the Company for the purpose of keeping in custody the Common Shares registered in the Loyalty Register;
Loyalty Register	has the meaning set out in the Articles of Association;
Loyalty Transferee	has the meaning set out in the Articles of Association;
Merger Execution Date	the date on which the notarial deed in respect of the Fiat Merger was executed;
MT	Monte Titoli S.p.A., the Italian central securities depositary;
Power of Attorney	a power of attorney pursuant to which a Shareholder irrevocably authorizes and instructs the Agent to represent such Shareholder and act on such

	Shareholder's behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Shares and/or Common Shares in accordance with and pursuant to these Terms and Conditions, as referred to in clauses 4.3 and 6.1.
Qualifying Common Shares	with respect to any Shareholder, (i) the number of Common Shares that has pursuant to the Initial Allocation Procedures, been allocated to such Shareholder and registered in the Loyalty Register on the occasion of the Fiat Merger and continue to be so registered in the name of such Shareholder or its Loyalty Transferee(s) and (ii) the number of Electing Common Shares that has for an uninterrupted period of at least three (3) years, been registered in the Loyalty Register in the name of such Shareholder or its Loyalty Transferee(s) and continue to be so registered. For the avoidance of doubt, it is not necessary that specific Common Shares satisfy the requirements as referred to under (i) and (ii) in order for a number of Common Shares to qualify as Qualifying Common Shares; accordingly, it is permissible for Common Shares to be substituted into the Loyalty Register for different Common Shares without affecting the total number of Qualifying Common Shares or the total number of Common Shares that would become Qualifying Common Shares after an uninterrupted period of at least three (3) years after registration in the Loyalty Register, held by the Shareholder or its Loyalty Transferee(s);
Qualification Date	has the meaning as set out in clause 5.1;
Qualifying Shareholder	a holder of one or more Qualifying Common Shares;
Reference Price	the average closing price of a Common Share on the New York Stock Exchange calculated on the basis of the period of 20 trading days prior to the day of the breach as referred to in clause 10 or, if such day is not a Business Day, the preceding Business Day;
Regular Trading System	the system maintained and operated by DTC or the direct registration system maintained by the Agent, as applicable;
Request	has the meaning as set out in clause 4.1;
Shareholder	a holder of one or more Common Shares;

Special Voting Shares	special voting shares in the share capital of the Company;
Terms and Conditions	the terms and conditions established by this deed as they currently read and may be amended from time to time.

1.2 In these Terms and Conditions, unless the context requires otherwise:

(a) references to a ***person*** shall be construed so as to include any individual, firm, legal entity (wherever formed or incorporated), governmental entity, joint venture, association or partnership;

(b) the headings are inserted for convenience only and shall not affect the construction of this agreement;

(c) the singular shall include the plural and *vice versa*;

(d) references to one gender include all genders; and

(e) references to times of the day are to local time in the relevant jurisdiction unless otherwise stated.

2. PURPOSE OF SPECIAL VOTING SHARES

The purpose of the Special Voting Shares is to reward long-term ownership of Common Shares and to promote stability of the Company's shareholder base.

3. ROLE OF AGENT

3.1 The Agent shall on behalf of the Company manage, organize and administer the Loyalty Register and process the issuance, allocation, acquisition, sale, repurchase and transfer of Special Voting Shares and the transfer of Common Shares in accordance with these Terms and Conditions. In this respect, the Agent will represent the Company and process and sign on behalf of the Company all relevant documentation in respect of the Loyalty Intermediary Account, the Loyalty Register, the Special Voting Shares and the Common Shares, including - without limitation - deeds, confirmations, acknowledgements, transfer forms and entries in the Company's register of shareholders.

3.2 In accordance with the Power of Attorney (as referred to in clause 4.3), the Agent shall accept instructions from Shareholders to act on their behalf in connection with the issuance, allocation, acquisition, sale, repurchase and transfer of Special Voting Shares and the transfer of Common Shares in accordance with these Terms and Conditions.

3.3 The Board shall ensure that up-to-date contact details of the Agent will be published on the Company's corporate website.

4. APPLICATION FOR SPECIAL VOTING SHARES - LOYALTY REGISTER

4.1 A Shareholder may at any time opt to become eligible for Special Voting Shares by requesting the Agent, acting on behalf of the Company, to register all or some of his Common Shares in the Loyalty Register. Such a request (a ***Request***) will need to be made by the relevant Shareholder through its Broker, by submitting (i) a duly completed Election Form and (ii) a confirmation from the relevant Shareholder's Broker that such Shareholder holds title to the number of Common Shares included in the Request.

4.2 In respect of any number of Common Shares which are registered in the direct registration system maintained by the Agent, a Request may also be made by a Shareholder directly to the Agent, acting on behalf of the Company (i.e. not through the intermediary services of a Broker), provided, however, that the Agent may in such case set additional rules and procedures to validate any such Request, including - without limitation - the verification of the identity of the relevant Shareholder, the evidence with respect to such Shareholder's title to the number of Common Shares, included in the Request and the authenticity of such Shareholder's submission.

4.3 Together with the Election Form, the relevant Shareholder must submit a duly signed Power of Attorney, irrevocably instructing and authorizing the Agent to act on his behalf and to represent him in connection with the issuance, allocation, acquisition, sale, transfer and repurchase of Special Voting Shares and the transfer of a designated number of Common Shares from the Regular Trading System or to the Loyalty Intermediary Account (as applicable), and *vice versa*, in accordance with and pursuant to these Terms and Conditions, and to sign on behalf of the relevant Shareholder all relevant documentation in

respect of the Loyalty Intermediary Account, the Loyalty Register, the Special Voting Shares and the Common Shares, including - without limitation - deeds, confirmations, acknowledgements, transfer forms and entries in the Company's register of shareholders.

4.4 The Company and the Agent may establish an electronic registration system in order to allow for the submission of Requests by email or other electronic means of communication. The Company will publish the procedure and details of any such electronic facility, including registration instructions, on its corporate website.

4.5 Upon receipt of the Election Form, the Broker confirmation, if applicable, as referred to in clause 4.1 and the Power of Attorney, the Agent will examine the same and use its reasonable efforts to inform the relevant Shareholder, through his Broker, as to whether the Request is accepted or rejected (and, if rejected, the reasons why) within ten Business Days of receipt of the above-mentioned documents. The Agent may reject a Request for reasons of incompleteness or incorrectness of the Election Form, the Power of Attorney or the Broker confirmation, if applicable, as referred to in clause 4.1 or in case of serious doubts with respect to the validity or authenticity of such documents. If the Agent requires further information from the relevant Shareholder in order to process the Request, then such Shareholder shall provide all necessary information and assistance required by the Agent in connection therewith.

4.6 If the Request is accepted, then the designated number of Common Shares will be taken out of the Regular Trading System or transferred to the Loyalty Intermediary Account (as applicable) and will be registered in the Loyalty Register in the name of the requesting Shareholder (and not in the name of any custodian, Broker, bank or nominee).

4.7 Without prejudice to clause 4.8, the transfer of Common Shares from the Regular Trading System or to the Loyalty Intermediary Account (as applicable) and the registration of Common Shares in the Loyalty Register will not affect the nature of such shares, nor any of the rights attached thereto. All Common Shares will continue to be part of the class of common shares in which they were issued, and any stock exchange listing or registration with the U.S. Securities and Exchange Commission shall continue to apply to such shares. All Common Shares shall be identical in all respects.

4.8 Once any number of Common Shares is included in the Loyalty Register by a Shareholder:

(a) such Shareholder shall not, directly or indirectly, sell, dispose of, trade or transfer such number of Common Shares, or otherwise grant any right or interest therein (other than to a Loyalty Transferee of such Shareholder);

(b) such Shareholder may create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over such Common Shares or any interest in any such Common Shares, provided that the voting rights in respect of such Common Shares remain with such Shareholder at all times; and

(c) such Shareholder wanting to, directly or indirectly, sell, dispose of, trade or transfer such number of Common Shares (other than to a Loyalty Transferee), or create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over such Common Shares or any interest in any such Common Shares without maintaining the voting rights in respect of such Common Shares, will need, either directly or through such Shareholder's Broker pursuant to a power of attorney, to submit a De-Registration Request as referred to in clause 7.1.

4.9 In addition to the procedures referred to in clauses 3.1 and 4.3, the Company and the Agent will establish a procedure with DTC and MT to facilitate the transfer of Common Shares in accordance with these Terms and Conditions.

5. ALLOCATION OF SPECIAL VOTING SHARES

5.1 As per the date on which a number of Common Shares has been registered in the Loyalty Register in the name of one and the same Shareholder or a Loyalty Transferee of such Shareholder for an uninterrupted period of three years (the ***Qualification Date***), such number of Common Shares will become Qualifying Common Shares and the holder thereof will be entitled to receive one Special Voting Share in respect of each of such Qualifying Common Shares and therefore any transfer of such number of Common Shares between such Shareholder and any Loyalty Transferee shall not be deemed to interrupt the three year period referred to in this clause 5.1.

5.2 On the Qualification Date, the Agent will, on behalf of both the Company and the relevant Qualifying Shareholder, process the execution of a Deed of Allocation pursuant to which such number of Special Voting Shares will be allocated to the Qualifying Shareholder as will correspond to the number of newly Qualifying Common Shares.

5.3 Any allocation of Special Voting Shares to a Qualifying Shareholder will be effectuated for no consideration (*om niet*) and be subject to these Terms and Conditions. The par value of newly issued Special Voting Shares will be funded out of, and debited to, the part of the reserves of the Company that is labelled "Special Capital Reserve".

6. INITIAL ALLOCATION PROCEDURES

6.1 In addition to the registration and allocation procedures set out in clauses 4 and 5, Special Voting Shares will be allocated on the occasion of the Fiat Merger to former shareholders of Fiat (including those persons who, through a bank, broker or custodian, were the beneficial owner of ordinary shares in any such entity) who have complied with the requirements of the Initial Allocation Procedures (***Initial Qualifying Shareholders***), including (i) the requirement to hold the relevant ordinary shares in the share capital of Fiat from the record date for the Fiat EGM up to the Merger Execution Date, (ii) the

requirement to have been present or represented (by proxy) at the Fiat EGM (without regard to how such former shareholders of Fiat voted their shares at the Fiat EGM), (iii) the requirement to submit a duly completed Initial Election Form no later than 15 Business Days after the Fiat EGM, which contains a Power of Attorney and not to have withdrawn such election and (iv) the requirement to submit an Initial Broker Confirmation Statement on or prior to the Merger Execution Date.

6.2 The Common Shares to be acquired by Initial Qualifying Shareholders on the occasion and as a result of the Fiat Merger will be held in the Loyalty Intermediary Account and registered in the Loyalty Register immediately after completion of the Fiat Merger, in accordance with the Initial Allocation Procedures. Following such registration, each Initial Qualifying Shareholder shall be entitled to such number of Special Voting Shares as correspond to the number of Common Shares registered in the name of such Initial Qualifying Shareholder in the Loyalty Register.

6.3 The allocation of Special Voting Shares to Initial Qualifying Shareholders will be carried out by the Agent on behalf of and as hereby authorized by both the Company and the Initial Qualifying Shareholders, by execution of an Initial Deed of Allocation. For the avoidance of doubt, any allocation of Special Voting Shares to Initial Qualifying Shareholders will be carried out for no consideration (*om niet*) and will be subject to these Terms and Conditions. The nominal value of newly issued Special Voting Shares will be funded out of, and debited to, the part of the reserves of the Company that is labelled "Special Capital Reserve".

7. DE-REGISTRATION – WITHDRAWAL OF SPECIAL VOTING SHARES

7.1 A Shareholder with Common Shares registered in the Loyalty Register may at any time request the Agent acting on behalf of the Company to de-register some or all of such Common Shares registered in the Loyalty Register and, to the extent that the relevant Common Shares are held outside the Regular Trading System, to transfer such Common Shares back to the Regular Trading Register. Such a request (a ***De-Registration Request***) must be made by the relevant Shareholder through its Broker, by submitting a duly completed De-Registration Form.

7.2 A De-Registration Request may also be made by a Shareholder directly to the Agent acting on behalf of the Company (i.e. not through the intermediary services of a Broker); provided, however, that the Agent may in such case set additional rules and procedures to validate any such De-Registration Request, including - without limitation - the verification of the identity of the relevant Shareholder and the authenticity of such Shareholder's submission.

7.3 By means of and immediately upon a Shareholder submitting the De-Registration Form, such Shareholder shall have waived all rights to cast any votes that accrue to the Special Voting Shares concerned in the De-Registration Form.

7.4 Upon receipt of the duly completed De-Registration Form, the Agent will examine the same and procure that such number of Common Shares as specified in the De-Registration Form will be transferred from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the Regular Trading System, to the Regular Trading System, as promptly as practible, but in any event within three Business Days of receipt of the De-Registration Form.

7.5 Upon de-registration from the Loyalty Register, such Common Shares will no longer qualify as Electing Common Shares or Qualifying Common Shares, as the case may be, and the holder of the relevant shares will no longer be entitled to hold a corresponding number of Special Voting Shares allocated in respect of any such Common Shares which qualify as Qualifying Common Shares and will be bound to offer and transfer such number of Special Voting Shares to the Company, and the Company will accept and acquire such number of Special Voting Shares, for no consideration (*om niet*).

7.6 The offering and transfer of the Special Voting Shares referred to in clause 7.5 by the relevant Shareholder to the Company and the repurchase and acquisition of such shares by the Company will be processed by the Agent on behalf of both the Company and the relevant Shareholder, by execution of a Deed of Withdrawal.

7.7 Upon completion of the repurchase of Special Voting Shares as referred to in clauses 7.5 and 7.6, the Company may proceed with the withdrawal and cancellation of such shares or, alternatively, continue to hold such shares as treasury stock until their disposal in accordance with the Articles of Association and these Terms and Conditions.

7.8 If the Company determines (in its discretion) that a Shareholder has taken any action a principal purpose of which is to avoid the application of clause 4.8 under (a) or (b) regarding transfer restrictions, clause 8 regarding transfer restrictions or clause 9 regarding a Change of Control of such Shareholder, the Company may instruct the Agent to transfer such Shareholder's number of Common Shares registered in the Loyalty Register from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the Regular Trading System, to the Regular Trading System and such Shareholder shall immediately be deemed to have (i) waived all rights to cast any votes that accrue to any Special Voting Shares allocated in respect of such number of Common Shares and (ii) transferred such Special Voting Shares allocated in respect thereof to the Company for no consideration (*om niet*).

7.9 For the avoidance of doubt, no Shareholder required to transfer Special Voting Shares pursuant to clause 7.5 or clause 7.8 shall be entitled to any purchase price referred to in the articles 5.5 or 13.5 of the Articles of Association for such Special Voting Shares and each Shareholder waives its rights in that respect, which waiver the Company hereby accepts and authorizes the Agent to take any and all actions in respect of the Common Shares and Special Voting Shares to give effect to the Terms and Conditions.

8. TRANSFER RESTRICTIONS

8.1 In view of the purpose of the Special Voting Shares (as set out in clause 2) and the obligation of a Shareholder to re-transfer his Special Voting Shares to the Company as referred to in clauses 7.5, 7.8 and 9, no Shareholder shall, directly or indirectly:

(a) sell, dispose of or transfer any Special Voting Share or otherwise grant any right or interest therein; or

(b) create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over any Special Voting Share or any interest in any Special Voting Share.

Notwithstanding the foregoing, upon any transfer of Qualifying Common Shares to a Loyalty Transferee in accordance with the terms hereof, the associated Special Voting Shares shall also be transferred to such Loyalty Transferee.

9. CHANGE OF CONTROL

9.1 Upon the occurrence of a Change of Control in respect of a Qualifying Shareholder or a Shareholder with Common Shares registered in the Loyalty Register, such Shareholder must promptly notify the Agent and the Company thereof, by submitting a Change of Control Notification, and must make a De-Registration Request as referred to in clauses 7.1 and 7.2.

9.2 The procedures described in clauses, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.9 will apply accordingly to the De-Registration Request submitted pursuant to clause 9.1.

9.3 Notwithstanding that the Agent and the Company have not received a Change of Control Notification, upon the Company becoming aware that a Change of Control has occurred, the Company may provide the Agent with notice thereof and instruct the Agent to transfer such Shareholder's shares registered in the Loyalty Register from the Loyalty Intermediary Account, or, if the relevant Common Shares are held outside the Regular Trading System, to the Regular Trading System, in which case the procedures of clauses 7.8 and 7.9 will apply *mutatis mutandis*.

10. BREACH, COMPENSATION PAYMENT

In the event of a breach of any of the covenants set out in clauses 4.8, 7.3, 7.5, 8.1 and 9.1, the relevant Shareholder shall without prejudice to the Company's right to request specific performance, be bound to pay to the Company an amount equal to the Reference Price multiplied by the number of Special Voting Shares that are affected by the relevant breach (the ***Compensation Amount***).

The above-mentioned obligation to pay the Compensation Amount shall constitute a penalty clause (*boetebeding*) as referred to in article 6:91 of the Dutch Civil Code. The Compensation Amount payment shall be deemed to be in lieu of, and not in addition to, any liability (*schadevergoedingsplicht*) of the relevant Shareholder towards the Company in respect of the relevant breach - so that the provisions of this clause 10 shall be deemed to be a "liquidated damages" clause (*schadevergoedingsbeding*) and not a "punitive damages" clause (*strafbeding*).

The provisions of article 6:92, paragraphs 1 and 3 of the Dutch Civil Code shall, to the maximum extent possible, not apply.

11. LOYALTY REGISTER

The Agent, acting on behalf of the Company, shall keep the Loyalty Register up to date.

12. AMENDMENT OF THESE TERMS AND CONDITIONS

12.1 These Terms and Conditions have been established by the Board on ● 2014 and have been approved by the general meeting of shareholders of the Company on ● 2014.

12.2 These Terms and Conditions may be amended pursuant to a resolution by the Board, provided, however, that any amendment that is not merely technical and is material to Shareholders that are registered in the Loyalty Register, will be subject to the approval of the general meeting of shareholders of the Company unless such amendment is required to ensure compliance with applicable law or regulations or the listing rules of any securities exchange on which the Common Shares are listed.

12.3 Any amendment of the Terms and Conditions shall require a private deed to that effect.

12.4 The Company shall publish any amendment of these Terms and Conditions on the Company's corporate website and notify the Qualifying Shareholders of any such amendment through their Brokers.

13. COSTS

All costs of the Agent in connection with these Terms and Conditions, any Power of Attorney and any Initial Deed of Allocation, Deed of Allocation and Deed of Withdrawal, shall be for the account of the Company. Any other costs shall be for the account of the relevant Shareholder.

14. GOVERNING LAW, DISPUTES

14.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Netherlands.

14.2 Any dispute in connection with these Terms and Conditions and/or the Special Voting Shares and/or Common Shares and/or Qualifying Common Shares will be brought before the courts of Amsterdam, the Netherlands.

EXHIBIT A

ELECTION FORM

- Election Form with regard to Common Share traded on New York Stock Exchange (NYSE)

- Election Form with regard to Common Share traded on Mercato Telematico Azionario (MTA)

●
PO BOX ●
●

Date:

Company: Fiat Chrysler Automobiles N.V.
Registration:
Holder Account:
Number:
Document I.D.:
Our Reference:

Dear Shareholder:

Please read, complete and sign this **Election Form** in accordance with the instructions contained herein, to elect to receive special voting shares in the capital of Fiat Chrysler Automobiles N.V. (the **Company**).

This Election Form should be read in conjunction with the Special Voting Shares Terms and Conditions, which documentation is available on the investor relations page on the corporate website of the Company www.●.com.

Please send the completed Election Form to:
Computershare
PO Box ●
●

By submitting this Election Form you are hereby requesting to obtain special voting shares in the share capital of the Company.
If you do not correctly complete this Election Form or if this Election Form is not received by Computershare, the common shares in the share capital of the Company for which you elect registration will not be registered in the loyalty register of the Company.

Questions can be directed to toll free within the US: [855-807-3164] or outside the US: [732-491-0514]. Our telephone representatives are available on business days between the hours of 8:30 a.m. and 5:00 p.m. EST. Our automated phone system is available 24 hours a day, 7 days a week, but it is only appropriate for getting routine information.

Sincerely,

Service Representative

Enclosure: Election form (Form code)

ELECTION FORM
FOR THE REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
ON THE UNITED STATES LOYALTY REGISTER

Return this completed Election Form accompanied by your DRS Statement to:
Computershare
P.O. Box ●
●

Registered Owner:
Registered Owner Address:
Account Number:
Issue ID:

NUMBER OF COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY FOR WHICH YOU ELECT TO RECEIVE SPECIAL VOTING SHARES IN THE SHARE CAPITAL OF THE COMPANY

Please print the number of common shares in the share capital of the Company held in your name as to which you elect to be registered in the loyalty register (the **Loyalty Register**) of the Company.

Number of common shares: ……. (the **Electing Common Shares**).

If this form is completed improperly, then such holder(s) will not be considered to have made a proper election.

If the Electing Common Shares are currently held with a broker in DTC the broker must first withdraw the Electing Common Shares from DTC and register the Electing Common Shares in the shareholder's name. The shareholder will be sent a DRS statement. The shareholder must then send the DRS statement and this completed election form to Computershare Inc.

If the number of Electing Common Shares is less than the number of common shares in the share capital of the Company in your account a new DRS statement will be generated reflecting the transaction.

DECLARATION AND POWER OF ATTORNEY

By returning this Election Form, duly completed, you irrevocably and unconditionally:

(a) agree to be bound by the Special Voting Shares Terms and Conditions, as published on the Company's website; and

(b) authorize and instruct Computershare Inc. to represent you and act on your behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any special voting share in the capital of the Company and the registration in the Loyalty Register and the Company's shareholders' register of the Electing Common Shares in the name of the shareholder in accordance with and pursuant to the Special Voting Shares Terms and Conditions.

GOVERNING LAW, DISPUTES

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands.

DIRECTION TO DIRECTLY REGISTER COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY UPON ELECTION

The Electing Common Shares as to which registration in the Loyalty Register is requested and the special voting shares in the share capital of the Company WILL NOT be DTC eligible. All such Electing Common Shares and special voting shares in the share capital of the Company will be uncertificated and registered only in the books of the Company in accordance with the instructions below. A statement of holdings will be sent to the Loyalty Register shareholder.

_____	_____
Signature of holder(s)	Capacity if applicable
_____	_____
Name of holder(s)	Date

This form must be signed by the registered holder(s) exactly as such name(s) appear on the Company's shareholder register. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary documentation and information above, including full title.

Return this completed Election Form accompanied by your DRS Statement to:

Computershare
P.O. Box ●
●

ELECTION FORM
FOR THE REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
IN THE LOYALTY REGISTER (ITALIAN BRANCH)

To: Computershare S.p.A., [Via Nizza 262/73, Torino, Italy,] as Agent for the Company.
To be advanced by fax: ● or by e-mail to "●".

Disclaimer

This Election Form shall be completed and signed in accordance with the instructions contained herein, to elect to receive special voting shares (the **Special Voting Shares**) in the share capital of the Company.
This Election Form should be read in conjunction with the Special Voting Shares - Terms and Conditions, which documentation is available on the corporate website of the Company (www.●.com).

By submitting this Election Form duly completed and signed to the Agent above, you are hereby electing to obtain Special Voting Shares and the common shares (the **Common Shares**) in the share capital of the Company for which you elect registration will be registered in the loyalty register (the **Loyalty Register**) of the Company.

1. Data of electing shareholder who requests registration of his Common Shares in the Loyalty Register (Italian Branch) in order to receive Special Voting Shares

Name and surname or Corporate name ……....
Date of birth …/…./…… Place of birth …… Tax code ……..
Address or registered seat ……..……..…….
Tel. ……..…… E-mail ……..…… (the **Electing Shareholder**).
(if the signing party acts on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party)
Name and surname ……..……..…… In the quality of ……
Date of birth …/…./….. Place of birth ……..……..……..
Tel. ……..…… E-mail ……..……..

2. Number of Common Shares in relation to which the registration in the Loyalty Register is requested in order to receive Special Voting Shares

No. of Common Shares ……. Average book value (for Italian residents tax purpose) …….
Depositary intermediary ……. Security Account no. ……....
Reference for payment of dividends (bank)……...
IBAN ……..... BIC/SWIFT Code ……...

3. Declaration and power of attorney

The Electing Shareholder, through the transmission of this Election Form, duly completed, irrevocably and unconditionally:
a) agrees to be bound by the Special Voting Shares Terms and Conditions, published on the Company's website;
b) authorizes and irrevocably instructs Computershare S.p.A. as Agent who acts also on behalf of the Company, to represent the Electing Shareholder and acts on his/her/its behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Share, the transfer of the Common Shares to the Loyalty Intermediary Account (as defined in the Special Voting Shares Terms and Conditions) and the registration in the Loyalty Register in the name of the Electing Shareholder of the Common Shares as to which such registration is requested in accordance with and pursuant to the Special Voting Shares Terms and Conditions;
c) accepts that the Special Voting Shares will be uncertificated and registered only in the books of the Company.

4. Governing law and disputes

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands, as provided by Special Voting Shares Terms and Conditions.

The Electing Shareholder (*signature*) _____

5. Depositary intermediary

The depositary intermediary:
a) confirms the number of Common Shares owned by the Electing Shareholder at the date of this Election Form;
b) accepts that the Common Shares will be registered in the Loyalty Intermediary Account managed by the Company and the Special Voting Shares will be uncertificated and registered only on the books of the Company.
Tel. …… e-mail ……..…….

The Depositary Intermediary (*Stamp and signature*) _____

EXHIBIT B

DEED OF ALLOCATION

[insert date]

PRIVATE DEED OF ALLOCATION

relating to the allocation of special voting shares in the capital of
FIAT CHRYSLER
AUTOMOBILES N.V.

PRIVATE DEED OF ALLOCATION OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V. ON ACCOUNT OF THE SPECIAL CAPITAL RESERVE

dated [*]

PARTIES:

(1) [**[***insert name***]**, a company [organised/incorporated] under the laws of [*], having its office address [*] (the ***Shareholder***)] [OR] [[*insert first name, last name*], born in [city, country] on [date], residing at [address] (the ***Shareholder***)]; and

(2) Fiat Chrysler Automobiles N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ●, United Kingdom, (the ***Company***).

WHEREAS:

(A) This deed concerns an issue of Special Voting Shares in the share capital of the Company as described in clause 5 of the terms and conditions with respect to the special voting shares published on the website of the Company (www.●.com) (the ***Special Voting Shares Terms and Conditions***). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.

(B) [*] [(*)] of the Shareholder's Common Shares have been registered in the Loyalty Register for an uninterrupted period of three (3) years in accordance with clause 5.1 of the Special Voting Shares Terms and Conditions and therefore such Common Shares have become Qualifying Common Shares as per this date.

(C) Pursuant to this deed, the Company now wishes to issue [*] ([*]) Special Voting Shares to the Shareholder (the ***Shareholder Special Voting Shares***) in respect of such Shareholder's Qualifying Common Shares.

(D) On [*], the board of directors of the Company resolved in a resolution (the ***Resolution***) to issue [*] ([*]) Special Voting Shares in the capital of the Company, with a nominal value of one euro cent (€ 0.01) each for the purposes of the allocation of Special Voting Shares.

(E) The Company and the Shareholder will hereby effect the issue of the Shareholder Special Voting Shares on the terms set out below.

IT IS AGREED:

1. ISSUE

1.1 The Company hereby issues the Shareholder Special Voting Shares to the Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed. The Shareholder hereby accepts the Shareholder Special Voting Shares from the Company.

1.2 The Company shall register the Shareholder Special Voting Shares in its shareholders' register. No share certificates shall be issued for the Shareholder Special Voting Shares.

1.3 The Company shall make note of this issuance in the Loyalty Register.

2. OBLIGATION TO PAY

The Shareholder Special Voting Shares are issued at par and therefore against an obligation to pay in the aggregate of [€0.01 x the Shareholder Special Voting Shares] euro (€ [*]) and will be fully paid up in cash on account of the special capital reserve of the Company.

3. RESCISSION

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the Dutch Civil Code.

4. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

SIGNATURE

This deed is signed by duly authorised representatives of the parties:

SIGNED by [insert name Agent] for and on behalf of **[*]**	)	SIGNATURE: _____
	)	NAME: _____

SIGNED for and on behalf of **Fiat Chrysler Automobiles N.V.**	)	SIGNATURE: _____
	)	NAME: _____

EXHIBIT C

DE-REGISTRATION FORM

- De-Registration Form with regard to Common Shares registered through Computershare Trust Company N.A.

- De-Registration Form with regard to Common Shares registered through Computershare S.p.A. (previously named Servizio Titoli S.p.A.)

●
PO BOX ●
●

Date:

Company: Fiat Chrysler Automobiles N.V.
Registration:
Holder Account:
Number:
Document I.D.:
Our Reference:

Dear Shareholder:

Please read, complete and sign this **De-Registration Form** in accordance with the instructions contained herein, to request de-registration of your common shares in the share capital of Fiat Chrysler Automobiles N.V. (the **Company**) registered in the loyalty register of the Company.

This De-Registration Form should be read in conjunction with the Special Voting Shares Terms and Conditions, which documentation is available on the investor relations page on the corporate website of the Company www.●.com.

Please send the completed De-Registration Form to:
Computershare
PO Box ●
●

Questions can be directed to toll free within the US: [855-807-3164] or outside the US: [732-491-0514]. Our telephone representatives are available on business days between the hours of 8:30 a.m. and 5:00 p.m. EST. Our automated phone system is available 24 hours a day, 7 days a week, but it is only appropriate for getting routine information.

Sincerely,

Service Representative

Enclosure: De-Registration form (Form code)

DE-REGISTRATION FORM
RELATING TO A REQUEST FOR DE-REGISTRATION OF
COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
FROM THE LOYALTY REGISTER

Return this completed De-Registration Form to:
Computershare
P.O. Box ●
●

Registered Owner:
Registered Owner Address:
Account Number:
Issue ID:

NUMBER OF COMMON SHARES IN THE SHARE CAPITAL OF THE COMPANY THAT YOU REQUEST TO BE DE-REGISTERED FROM THE LOYALTY REGISTER OF THE COMPANY

Please print the number of common shares in the share capital of the Company that you request to be de-registered from the loyalty register (the **Loyalty Register**) of the Company.

Number of common shares to be de-registered: ……...…… (the **De-Registration Common Shares**).

The name(s) of holder(s) must be exactly as the registered name(s) that appear(s) on the Loyalty Register.

If this form is completed improperly, then such holder(s) will not be considered to have made a proper de-registration.

DECLARATION AND POWER OF ATTORNEY

By returning this De-Registration Form, duly completed, you irrevocably and unconditionally instruct and authorize Computershare Inc., acting on behalf of the Company, to transfer the De-Registration Common Shares registered in the Loyalty Register back to the system maintained and operated by the Depository Trust Company or the direct registration system maintained by the bank, depositary or trust appointed by the board of directors of the Company from time to time and in relation to the relevant jurisdiction in which Company's shares are listed for trading, as applicable, and to sign any documentation required to effect such transfer.

ACKNOWLEDGEMENT

By returning this De-Registration Form, duly signed, you acknowledge that pursuant to the Special Voting Shares Terms and Conditions:

(a) as from the date hereof, your De-Registration Common Shares included in this De-Registration Form will no longer be registered in the Loyalty Register;
(b) you are no longer entitled to hold or acquire the special voting shares in the share capital of the Company in respect of your De-Registration Common Shares included in this De-Registration Form;
(c) Computershare Inc. shall transfer to the Company such number of special voting shares in the share capital of the Company as equals the number of De-Registration Common Shares included in this De-Registration Form for no consideration; and
(d) as from the date hereof, to the extent you hold special voting shares in the share capital of the Company, you are considered to have waived the voting rights attached to these special voting shares, effected by this De-Registration Form.

GOVERNING LAW, DISPUTES

This De-Registration Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this De-Registration Form will be brought before the courts of Amsterdam, the Netherlands.

_____	_____
Signature of holder(s)	Capacity if applicable
_____	_____
Name of holder(s)	Date

This form must be signed by the registered holder(s) exactly as such name(s) appear on the Company's Loyalty Register. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary documentation and information above, including full title.

Return this completed De-Registration Form to:

Computershare
P.O. Box ●
●

DE-REGISTRATION FORM
FOR DE-REGISTRATION OF COMMON SHARES IN THE SHARE CAPITAL OF
FIAT CHRYSLER AUTOMOBILES N.V. (THE 'COMPANY')
FROM THE LOYALTY REGISTER (ITALIAN BRANCH)

To: Computershare S.p.A., [Via Nizza 262/73, Torino, Italy,] as Agent for the Company
To be advanced by fax: ● or by e-mail to "●".

Disclaimer

This De-Registration Form shall be completed and signed in accordance with the instructions contained herein, to request deregistration of the common shares (the **Common Shares**) in the share capital of the Company registered in the loyalty register (the **Loyalty Register**) of the Company.
This De-Registration Form should be read in conjunction with the Special Voting Shares - Terms and Conditions, which documentation is available on the corporate website of the Company (www.●.com).

Send the De-Registration Form duly completed and signed to the Agent above.

1. Data of registered shareholder in the Loyalty Register (Italian Branch)

Name and surname or Corporate name ……..
Date of birth …/…./…… Place of birth …… Tax code ……
Address or registered seat ……
Tel. ……..…… E-mail ……..…… (the **Registered Shareholder**).
(if the signing party acts on behalf of the Registered Shareholder, please fill in the following table including data relating to the signing party)
Name and surname ……..…… In the quality of ……
Date of birth …/…./….. Place of birth …… Tax code ……..……
Tel. ……..…… E-mail ……..……..

2. Number of Common Shares in relation to which the De-Registration from the Loyalty Register is requested

No. of Common Shares …… Average book value (for Italian residents tax purpose) ……..
Depositary intermediary to whom crediting the shares ……..……..…….
ABI ……. CAB ……. Shareholder Security Account ……. MT Account …….

3. Acknowledgment, representations and undertakings

The Registered Shareholder, through the submission of this De-Registration Form duly completed, irrevocably and unconditionally instructs and authorizes the Agent Computershare S.p.A., who acts also on behalf of the Company, to transfer from the Loyalty Intermediary Account (as defined in the Special Voting Shares Terms and Conditions) to and credit the above indicated intermediary with the Common Shares to be de-registered, and pursuant the Special Voting Shares Terms and Conditions, acknowledges:
a) as from the date hereof, the Common Shares included in this De-Registration Form will no longer be registered in the Loyalty Register;
b) to be no longer entitled to hold or acquire the special voting shares in the share capital of the Company in respect of the Common Shares included in this De- Registration Form;
c) the Agent, who acts also on behalf of the Company, shall transfer to the Company such number of special voting shares in the share capital of the Company as equals the number of Common Shares included in this De-Registration Form for no consideration; and
d) as from the date hereof, to the extent you hold special voting shares in the share capital of the Company, you are considered to have waived the voting rights attached to these special voting shares, effected by this De-Registration Form.

4. Governing law and disputes

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands, as provided by Special Voting Shares Terms and Conditions.

The Registered Shareholder (*signature*) _____

The Depositary Intermediary (*stamp and signature*) _____

EXHIBIT D

DEED OF WITHDRAWAL

[insert date]

PRIVATE DEED OF REPURCHASE AND TRANSFER

relating to the repurchase and transfer of Special Voting Shares
in the capital of Fiat Chrysler Automobiles N.V.

PRIVATE DEED OF REPURCHASE AND TRANSFER OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V.

dated [*]

PARTIES:

(1) [**[***insert name***]**, a company [organised/incorporated] under the laws of [*], having its office address [*] (the ***Shareholder***)] [OR] [[*insert first name, last name*], born in [city, country] on [date], residing at [address] (the ***Shareholder***)]; and

(2) Fiat Chrysler Automobiles N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ●, United Kingdom, (the ***Company***).

WHEREAS:

(A) The Shareholder has acquired [*] [(*)] Special Voting Shares by private deed on [insert date], pursuant to and in accordance with the terms and conditions with respect to the special voting shares published on the website of the Company (www.●.com) (the ***Special Voting Shares Terms and Conditions***). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.

(B) On this day, [insert name Agent] acting on behalf of the Company, received a duly completed De-Registration Form with regard to [*] of the Special Voting Shares of the Shareholder, registered in the Loyalty Register. Pursuant to this deed, the Company and the Shareholder now wish to act upon this request and transfer the corresponding number of Special Voting Shares in the capital of the Company (the ***Repurchased Shares***) by means of repurchase for no consideration (*om niet*).

(C) On [*], the board of directors of the Company approved and authorised the repurchase of the Repurchased Shares by the Company (the ***Resolution***).

(D) The Company and the Shareholder will hereby effect the repurchase and transfer of the Repurchased Shares for no consideration (*om niet*) in accordance with Section 2:98 and Section 2:86c of the Dutch Civil Code (***DCC***) on the terms set out below.

IT IS AGREED:

1. REPURCHASE AND TRANSFER

The Company hereby repurchases the Repurchased Shares from the Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed and the Shareholder accepts the same. The Shareholder hereby transfers the Repurchased Shares to the Company for no consideration (*om niet*) and the Company accepts the same.

2. SHARE TRANSFER RESTRICTIONS

In order to comply with the blocking clause as set out in Article 13 of the articles of association of the Company, the board of directors of the Company has resolved to approve the transfer of the Repurchased Shares from the Shareholder to the Company pursuant to the Resolution.

3. WARRANTY

3.1 The Shareholder warrants to the Company that it is the sole owner of the Repurchased Shares, that the Repurchased Shares are unencumbered, and that it has full power, right and authority to transfer the Repurchased Shares to the Company.

3.2 The Company accepts the warranty given in the previous paragraph.

4. NACHGRÜNDUNG

Section 2:94c of the DCC does not apply to subject transfer.

5. RESCISSION

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the DCC.

6. ACKNOWLEDGEMENT

The Company acknowledges the transfer of the Repurchased Shares and shall register the transfer in its shareholders' register.

7. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

SIGNATURE

This deed is signed by duly authorised representatives of the parties:

SIGNED by [insert name Agent] for and on behalf of **[*]**	)	SIGNATURE: _____
	)	NAME: _____

SIGNED by [insert name Agent] for and on behalf of **Fiat Chrysler Automobiles N.V.**	)	SIGNATURE: _____
	)	NAME: _____

EXHIBIT E
INITIAL ELECTION FORM

- Initial Election Form former Fiat shareholders

ABI Depositary	MT Account	Progressive No.
……	……	……

ELECTION FORM

FOR THE ALLOCATION OF SPECIAL VOTING SHARES OF Fiat Chrysler Automobiles N.V. UPON THE MERGER with FIAT S.P.A.

TO: **FIAT S.P.A. ("FIAT")** C/O: **COMPUTERSHARE S.P.A., VIA NIZZA 262/73, TORINO**

To send in advance by fax no. +● or by e-mail to ●

Disclaimer

The holder of Fiat shares (the "**Electing Shareholder"**), having attended or being represented (by proxy) at the extraordinary shareholders' meeting called for ●, 2014 (the "**EGM"**), must fill in and sign this election form (the "**Election Form**") pursuant to the instructions here below, in order to receive the Special Voting Shares issued, upon the merger of Fiat with and into Fiat Investments N.V. (the "**Merger**"), by Fiat Investments N.V. renamed after the Merger "Fiat Chrysler Automobiles N.V." (the "**Company**"). In relation to this particular Election Form, a Special Voting Share can only be validly acquired by a holder of a common share of the Company which was acquired pursuant to the Merger, subject to such common share being a Qualifying Common Shares, as defined in the "Special Voting Shares Terms and Conditions". Moreover, a holder of a Qualifying Common Share can only validly acquire not more than 1 Special Voting Share for each Qualifying Common Share.

This Election Form shall be read jointly with the "Special Voting Shares Terms and Conditions" and the Information Document made available to the public in connection with the EGM, published on the Fiat corporate website, www.fiatspa.com. In this Election Form, the defined English words will have the same meaning as indicated in the "Special Voting Shares Terms and Conditions", unless otherwise defined herein and the defined Italian words will have the same meaning as indicated in the Information Document.

This Election Form, duly filled in and signed by the Electing Shareholder and the depository intermediary, shall be received by Fiat through such intermediary by correspondence to the address or by means indicated above on or before ●, 2014.

Otherwise, the Electing Shareholder will not be entitled to receive the Special Voting Shares upon completion of the Merger.

1. Data of the Electing Shareholder

Name and surname or Corporate name : ……..

Tax code: …… ID code as indicated in the EGM notification of participation……..

Date of birth: ……/……/…….. Place of birth: ……..

Address or registered seat: ……

Telephone number: …… E-mail address: ……..

2. Number of Fiat shares owned as of ●, 2014 (EGM record date) in relation to which the allocation of Special Voting Shares is requested

No. of Fiat shares …….. Average book value (for Italian tax purposes only) …… Depository intermediary :……..…….. ABI……... CAB……..…. Account no. ……... Reference of the EGM notification of participation……..

3. Acknowledgment, representations and undertakings

The **Electing Shareholder**, through the transmission of this Election Form filled in and signed, irrevocably and unconditionally:

a) for the purpose of receiving Special Voting Shares, **represents** that, pursuant to the Initial Allocation Procedures as regulated under the "Special Voting Shares Terms and Conditions", he/she/it attended the EGM or was represented by proxy at the EGM and **acknowledges** that he/she/it shall own the Fiat shares in relation to which he/she/it elects to receive such Special Voting Shares continuously starting from ●, 2014 (the EGM record date) up to the date of effectiveness of the Merger;

b) **accepts** and agrees to be bound by the Special Voting Shares Terms and Conditions, published on the Fiat corporate website also pursuant to articles 1341 and 1342 of the Italian Civil Code;

c) **authorizes** and irrevocably instructs **Computershare S.p.A**. as agent to represent the Electing Shareholder and act on his/her/its behalf in connection with:

i. any issuance, allocation, acquisition, sale, transfer and/or repurchase of any Special Voting Share and any Common Shares in accordance with and pursuant to the Special Voting Shares Terms and Conditions;

ii. any retransfer to the Company and/or repurchase of any Special Voting Share, if such Special Voting Share will have been issued by the Company in connection with the Merger as a result of an administrative error;

d) **accepts** that Fiat shares in relation to which the Electing Shareholder requires the assignment of the Special Voting Shares will be identified with the ISIN code ● (the "**Special ISIN Code**") up to and conditionally upon any transfer of these shares.

4. Governing and law and disputes

This Election Form, with the exception of the powers of attorney as included under paragraph (3), letter (c) above, will be governed under Italian law. The court of Turin will be the competent court in connection with any dispute that might arise in relation with this Election Form.

Nevertheless, the Electing Shareholder acknowledges and accepts that, in the light of the fact that the Company is organized under Dutch law, the powers of attorney as included under paragraph (3), letter (c) above, the terms and conditions regulating the Common Shares and the Special Voting Shares, as well as their allocation, are governed under Dutch law and the court of Amsterdam will be competent for any dispute in connection therewith in accordance with the Terms and Conditions of the Special Voting Shares.

The Electing Shareholder *(signature)* _____

(if the signing party signs this Election Form on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party)

Data of the signing party representing the Electing Shareholder:

Name and surname :……..…… In the quality of :……

Date of birth: ……/……/…..… Place of birth: ……..

Address: ……... Tax code: ……

The depository intermediary:

a) **confirms** the number of shares owned by the Electing Shareholder as of the record date as indicated under point no. 2 above,

b) **undertakes** to cause this Election Form to be received by Fiat on behalf of the Electing Shareholder within and not later than ●, 2014, advanced it by fax or by e-mail pursuant instructions received by Monte Titoli;

c) **undertakes** to communicate to Fiat (c/o Computershare S.p.A.) any possible transfer or sale by the Electing Shareholder of the ordinary shares as indicated under point no. 2 above (wholly or in part) and the subsequent loss of the Special ISIN Code as indicated under point (3) letter (d) above;

d) **acknowledges** that the Common Shares will be registered in the Loyalty Intermediary Account managed by the Company and Special Voting Shares will be uncertificated and registered only on the books of the Company.

Date: ……. *(Stamp and signature of the intermediary)* _____

INFORMATION NOTICE PURSUANT TO ARTICLE 13 OF THE LEGISLATIVE DECREE OF JUNE 30, 2003, NO. 196

Pursuant to article 13 of the Legislative Decree of June 30, 2003, no. 196, containing the personal data processing code (the "**Code**"), Fiat S.p.A., with registered office in Turin, via Nizza, no. 250, ("**Fiat**"), in its capacity as data controller ("**Data Controller**") of the personal data that will be provided (the "**Data**"), intends informing you of the following.

1. PURPOSE OF DATA PROCESSING, MANDATORY PROVISION

The Data provided will be processed by Fiat, with the aid of computerized and/or paper means, for the following purposes:

a) carrying out of the fulfilments concerning the allocation of the special voting shares by the absorbing company Fiat Investments N.V. (which will be renamed "Fiat Chrysler Automobiles N.V." upon the Merger);

b) fulfilment of the obligations set forth by laws, regulations and European provisions, or by instructions given by the Authorities and Supervision Bodies or by administrative practices.

The provision of Data and relevant processing for such purposes, which are necessary for managing the contractual relationship or connected to the fulfilment of legislative obligations, is mandatory and consequently does not need an express consent, which would otherwise prevent Fiat from developing and managing the relationship.

The Data are exclusively accessible to and processed by Fiat's staff or, if necessary, companies' staff that provides to Fiat, either in Italy or abroad, specific services or performs activities which are connected, ancillary or may be of any support in relation to the methods and purposes due to which such Data have been collected, who need to have access and process said Data while carrying out their specific activities and tasks. Such persons, whose number will be as limited as possible, shall carry out the process of Data in their capacity as Persons Responsible for and/or in Charge of the processing, shall be appointed to this end and duly trained in order to avoid any loss, destruction, and unauthorized accesses or processing of the Data. The up-dated list of the Persons Responsible for the Data processing is kept at the Data Controller and may be required for inspection. The Data Controller is Fiat, in person of the person appointed for this function, ●.

2. COMMUNICATION OF DATA TO THIRD PARTIES

Notwithstanding the foregoing, Fiat may disclose the Data to the absorbing company Fiat Investments N.V. for the allocation of the special voting shares and may disclose the Data for the same purposes for which such Data have been collected to Authorities and Supervision and Control Bodies, or to other subjects indicated by them, under the provisions issued by them, or determined by laws, including EU laws, regulations or administrative practices.

3. DATA PROCESSING METHODS

Fiat processes the Data of interested parties in a lawful and correct manner, ensuring their confidentiality and safety. The processing – including the collection and any other activity contemplated in the definition of "processing" pursuant to Article 4 of the Code (among which, merely by way of example, the registration, organization, elaboration, communication, storage and destruction of Data) – will be performed using manual, computerized and/or telematics tools, with organizational procedures and logics strictly connected with the abovementioned purposes.

The Data shall be stored for a period of time which is strictly necessary in relation to the purposes for which they have been collected, in compliance with the law and with any provisions laid down by the Italian Privacy Guarantor.

4. EXERCISE OF RIGHTS

Interested parties may exercise their rights, pursuant to article 7 of the Code which provides, *inter alia*, that the interested parties may have access to his/her Data, obtain a copy of the information processed, require their up-dating, correction, integration, deletion or blocking, as well as made an opposition, in whole or in part, for legitimate reasons to the processing of his/her Data.

The interested parties exercise his/her rights, in accordance with the methods set forth by the law, by contacting to Fiat S.p.A., Turin, Via Nizza, no. 250, to the attention of the person appointed for this function, ●.

Fiat S.p.A.

The Electing Shareholder *(signature)*

EXHIBIT F

INITIAL DEED OF ALLOCATION

- Initial Deed of Allocation former Fiat shareholders

[insert date]

PRIVATE DEED OF INITIAL ALLOCATION

relating to the initial allocation of Special Voting Shares in the capital of Fiat Chrysler Automobiles N.V.

PRIVATE DEED OF INITIAL ALLOCATION OF SPECIAL VOTING SHARES IN THE CAPITAL OF FIAT CHRYSLER AUTOMOBILES N.V. ON ACCOUNT OF THE SPECIAL CAPITAL RESERVE

dated [*]

PARTIES:

(1) All Initial Qualifying Shareholders listed in Annex A (the ***Shareholders*** and each Initial Qualifying Shareholder a ***Shareholder***); and

(2) **Fiat Chrysler Automobiles N.V.**, a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at ●, United Kingdom, (the ***Company***).

WHEREAS:

(A) On this day, [*] a cross-border statutory merger (*grensoverschrijdende fusie*) became effective pursuant to which Fiat S.p.A. (***Fiat***) has ceased to exist as a standalone entity and the Company acquired all Fiat's assets and assumed all Fiat's liabilities under universal title of succession (*algemene titel*) against the allotment of common shares in the share capital of the Company to the shareholders of Fiat at the time of effectiveness of the statutory merger (the ***Merger***).

(B) This deed concerns an issue of Special Voting Shares in the share capital of the Company as described in clause 6 of the terms and conditions with respect to the special voting shares published on the website of Fiat (www.●.com) (the ***Special Voting Shares Terms and Conditions***). Defined terms in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions, unless otherwise defined herein.

(C) Each of the Shareholders has complied with the requirements set out below and is therefore Initial Qualifying Shareholder in the meaning of clause 6 of the Special Voting Shares Terms and Conditions:

(i) Each of the Shareholders has uninterruptedly held Common Shares in Fiat from the record date preceding the Fiat EGM up to the Merger Execution Date, as appears from the Initial Broker Confirmation Statement;

(ii) Each of the Shareholders was present or represented by proxy at the Fiat EGM, as appears from the attendance list;

(iii) Each of the Shareholders timely submitted a duly completed Initial Election Form, each of which contains a Power of Attorney; and

(iv) Each of the Shareholders has timely submitted an Initial Broker Confirmation Statement.

(D) Pursuant to this deed, the Company now wishes to act upon the initial election and will therefore hereby issue in aggregate [*] ([*]) Special Voting Shares (the ***New Special Voting Shares***) and as such, more specifically, to each Shareholder such number of Special Voting Shares as is specified in Annex A in relation to such relevant Shareholder.

(E) On [*] 2014 the board of directors of the Company resolved in a resolution (the ***Resolution***) to issue, amongst other, the New Special Voting Shares in the capital of the Company, with a nominal value of one euro cent (€ 0.01) each for the purposes of the initial allocation.

(F) The Company and each of the Shareholders will hereby effect the issue of the New Shareholders Special Voting Shares on the terms set out below.

IT IS AGREED:

1. ISSUE

1.1 The Company hereby issues to each Shareholder such number of New Special Voting Shares as is specified in Annex A in relation to such relevant Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed and each of the Shareholders hereby accepts the same from the Company.

1.2 The Company shall register the New Special Voting Shares in its shareholders' register with the entry of the corresponding Common Shares in the Loyalty Intermediary Account. No share certificates shall be issued for the New Special Voting Shares.

2. OBLIGATION TO PAY

The New Special Voting Shares are issued at par and therefore against an obligation to pay one euro cent (€ 0.01) per New Special Voting Share, which will be fully paid up in cash on account of the special capital reserve of the Company.

3. RESCISSION

The Company and each of the Shareholders waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the Dutch Civil Code.

4. GOVERNING LAW

This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.

SIGNATURE

This deed is signed by duly authorised representatives of the parties:

SIGNED by for and on behalf of **each of the Shareholders listed in Annex A**	) SIGNATURE_____))) NAME:_____
SIGNED by for and on behalf of **Fiat Chrysler Automobiles N.V.**	)) SIGNATURE:_____))) NAME:_____

EXHIBIT G

CHANGE OF CONTROL NOTIFICATION

CHANGE OF CONTROL NOTIFICATION

TO NOTIFY FIAT CHRYSLER AUTOMOBILES N.V. OF THE OCCURRENCE OF A CHANGE OF CONTROL RELATING TO THE HOLDER OF COMMON SHARES REGISTERED IN THE LOYALTY REGISTER

Please read, complete and sign this Change of Control Notification in accordance with the instructions contained herein.

This Change of Control Notification should be read in conjunction with the Special Voting Shares Terms and Conditions, which are available on the corporate website of Fiat Chrysler Automobiles N.V. (the ***Company***), www.●.com. Capitalized terms used but not defined in this notification will have the same meaning as set out in the Special Voting Shares Terms and Conditions.

Please send the duly completed Change of Control Notification together with a duly completed De-Registration Form, which is available on the corporate website of the Company, www.●.com, to [*insert name Agent*].

1. DECLARATION OF CHANGE OF CONTROL

I hereby declare that a Change of Control has occurred in relation to the undersigned, as holder of Common Shares registered in the Loyalty Register of the Company. This Change of Control Notification is accompanied by the attached duly completed De-Registration Form in relation to all Common Shares as stated under Paragraph 4 of this Change of Control Notification.

2. DATE AND CAUSE OF CHANGE OF CONTROL

Date on which the Change of Control occurred.

Date:_____

Cause of Change of Control.

_____

_____

_____

3. PERSONAL DETAILS OF HOLDER

Name(s) of Holder(s):_____

_____

Address: _____

_____

City:_____ Zip Code:_____

Country:_____

Capacity, if applicable (full title):_____

Phone Number:_____

E-mail address:_____

(This change of control notification must be signed by the registered holder(s) exactly as such name(s) appear(s) in the Loyalty Register of the Company).

If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary information above, including full title.

4. NUMBER OF COMMON SHARES REGISTERED IN THE LOYALTY REGISTER

Aggregate number of Common Shares registered in the Loyalty Register of the Company in your name.

Common Shares: _____

5. GOVERNING LAW, DISPUTES

This Change of Control Notification is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Change of Control Notification will be brought before the courts of Amsterdam, the Netherlands.

SIGNATURE

_____

Shareholder's signature

_____

Name of shareholder

Date: _____

PLEASE RETURN THIS CHANGE OF CONTROL NOTIFICATION _____ TO [*insert name of Agent*] AT THE BELOW MENTIONED ADDRESS

[INSERT ADDRESS [AND FACSIMILE NUMBER] FOR AGENT]

FIAT INVESTMENTS N.V.

Opening balance sheet as at

April 1st, 2014

Contents

Board of Directors

MARCHIONNE Sergio

PALMER Richard Keith

NEILSON Derek James

FIAT INVESTMENTS N.V.

Opening balance sheet as at APRIL 1st, 2014

ASSETS		Notes	04/01/2014 EUR
◊	**CURRENT ASSETS**		
	Cash and cash equivalents		200.000,00
			200.000,00

LIABILITIES		Notes	04/01/2014 EUR
◊	**SHAREHOLDERS' EQUITY:**		
	Issued capital	1	200.000,00
			200.000,00

Notes on the opening balance sheet as at April 1st, 2014

General

Fiat Investments N.V., established on April 1st, 2014, with main activities holding and financing companies. The company is a private limited liability company under Dutch law, with 100% of its shares held by Fiat S.p.A., Turin, Italy. The Company's corporate seat is in Amsterdam, the Netherlands, with visiting address at 240 Bath Road, Fiat House, SL1 4DX, Slough, United Kingdom.

Going Concern

The opening balance sheet has been prepared on the basis of the going concern assumption.

Accounting policies

General

The opening balance sheet has been prepared in accordance with Title 9, Book 2 of the Netherlands Civil Code. The requirements of article 396 section 3 Book 2 of the Netherlands Civil Code have been fullfilled.

Valuation of assets and liabilities and determination of the result takes place under the cost method. Unless disclosed otherwise for the relevant principle applicable to the specific balance sheet item, assets and liabilities are valued using the cost method.

Cash and cash equivalents

Cash and cash equivalents include cash in hand, bank accounts and deposits held at call with maturities of less than 12 months. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet. Cash and cash equivalents are stated at face value.

Notes to the opening balance sheet

1. Share Capital

   The authorised capital amounts to one million euro (€ 1.000.000) divided into one hundred million (100.000.000) shares with a nominal value of one eurocent (€ 0.01) each. The issued and paid-in share capital of the company amounts to two hundred thousand euro (€ 200.000).

Amsterdam, April 14, 2014

Board of Directors

MARCHIONNE Sergio

PALMER Richard Keith

NEILSON Derek James

Other information

Independent auditor's report

Reference is made to the next pages for the independent auditor's report

Building a better working world

Independent auditor's report

To: the shareholder of Fiat Investments N.V.

We have audited the accompanying balance sheet as at April 1, 2014 and the notes of Fiat Investments N.V., at Amsterdam.

Management's responsibility
Management is responsible for the preparation of the balance sheet and the notes in accordance with Part 9 of Book 2 of the Dutch Civil Code. Furthermore, management is responsible for such internal control as it determines is necessary to enable the preparation of the balance sheet and the notes that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility
Our responsibility is to express an opinion on this balance sheet and notes based on our audit. We conducted our audit in accordance with Dutch Law, including the Dutch Standards on Auditing. This requires that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the balance sheet and the notes are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the balance sheet and the notes. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the balance sheet and the notes, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the balance sheet and the notes in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the balance sheet and the notes.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the balance sheet and the notes are prepared, in all material respects, in accordance with Part 9 of Book 2 of the Dutch Civil Code.

Rotterdam, April 14, 2014

Ernst & Young Accountants LLP

/s/ S.C. Arkesteijn

ANNEX 2

EXPERT REPORT PREPARED BY RECONTA ERNST & YOUNG S.P.A. FOR THE BENEFIT OF FIAT AND THE EXPERT REPORT PREPARED BY KPMG ACCOUNTANTS N.V. FOR THE BENEFIT OF FCA ON THE EXCHANGE RATIO

COMMON CROSS-BORDER MERGER PLAN BY INCORPORATION
of FIAT S.p.A. into
FIAT INVESTMENTS N.V.

AUDITORS' REPORT
relating to the exchange ratio of shares (*)
(Translation from the original Italian text)

(*) With respect to the CONSOB Communication N. 73063 of October 5, 2000, this report, whose translation is attached, does not express an opinion on the fairness of the transaction, the value of the security, or the adequacy of consideration to shareholders and therefore the issuance of the report would not impair the independence of Reconta Ernst & Young S.p.A. under the U.S. independence requirements.

Reconta Ernst & Young S.p.A.
Via Confienza, 10
10121 Torino

Tel: +39 011 5161611
Fax: +39 011 5612554
ey.com

Building a better working world

AUDITORS' REPORT
relating to the Exchange Ratio of shares
(Translation from the original Italian text)

To the Shareholders of
Fiat S.p.A.

1. Objective, subject and scope of the engagement

In connection with the planned merger by incorporation of Fiat S.p.A. (hereinafter "**Fiat**" or the "**Company to be Merged**") into Fiat Investments N.V., which, upon completion of the cross-border merger, will be renamed "Fiat Chrysler Automobiles N.V." (hereinafter "**FCA**" or the "**Surviving Company**"), we have been appointed by Fiat to prepare this report (the "**Report**") on the exchange ratio of the shares of the Surviving Company with those of the Company to be Merged (hereinafter the "**Fiat Exchange Ratio**" or the "**Exchange Ratio**").

For this purpose, we have been provided by Fiat with the common plan for the merger of Fiat into FCA (hereinafter the "**Common Merger Plan**") approved by the board of directors of Fiat (the "**Board of Directors**") and by the board of directors of FCA on June 15, 2014, accompanied by the Directors' Report, which identifies, explains and justifies, pursuant to article 2501 *quinquies* of the Italian Civil Code, the Exchange Ratio, as well as the balance sheet as of December 31, 2013 of Fiat and the balance sheet as of April 1, 2014 of FCA, approved by the respective Board of Directors on February 27, 2014 and on April 14, 2014 respectively, that represent the balance sheets required by article 2501 *quater* of the Italian Civil Code.

The Common Merger Plan will be subject to approval at the Extraordinary Meeting of the Shareholders of Fiat to be called pursuant to applicable law and regulation. Similarly, the Common Merger Plan will be subject to approval at the extraordinary meeting of the sole shareholder of FCA to be also called pursuant to applicable law and regulation.

KPMG Accountants N.V. will prepare a similar report on the Exchange Ratio in favor of FCA, as requested by Title 2:328, paragraph 1 and 2 of the Dutch Civil Code (the "**Dutch Code**").

To provide the Shareholders with adequate information regarding the Exchange Ratio, this Report illustrates the methods adopted by the Directors in determining the Exchange Ratio and the difficulties encountered by them. In addition, this Report also indicates whether, under the circumstances, such methods are reasonable and not arbitrary, whether the Directors have considered the respective importance of such methods and whether the methods have been correctly applied.

In our examination of the valuation methods adopted by the Directors of Fiat, we have not carried out a valuation of the companies participating to the merger. This was done solely by the Directors of Fiat and FCA.

The board of directors of Fiat and FCA have not appointed any advisor for the purpose of their own valuations and considerations.

Reconta Ernst & Young S.p.A.
Sede Legale: 00198 Roma - Via Po, 32
Capitale Sociale € 1.402.500,00 i.v.
Iscritta alla S.O. del Registro delle Imprese presso la C.C.I.A.A. di Roma
Codice fiscale e numero di iscrizione 00434000584
P.IVA 00891231003
Iscritta all'Albo Revisori Contabili al n. 70945 Pubblicato sulla G.U. Suppl. 13 - IV Serie Speciale del 17/2/1998
Iscritta all'Albo Speciale delle società di revisione
Consob al progressivo n. 2 delibera n.10831 del 16/7/1997

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The procedures described in this Report have been performed by us solely for the purposes of expressing an opinion on the valuation criteria adopted by the Directors of the two companies to determine the Exchange Ratio and accordingly:

- they are not valid for different purposes;
- they do not constitute for any reason a valuation on the opportunity of the merger transaction, neither on the reasons for the merger expressed in the Directors' Reports.

2. Summary of the transaction

On January 29, 2014 Fiat approved a reorganization plan and the formation of FCA, a fully integrated global automaker.

On June 15, 2014 the Board of Directors approved the Common Merger Plan which relates and provides for the cross-border merger of Fiat with and into FCA (the "**Merger**"). The main objective of the Merger is to simplify the Fiat group's capital structure by creating a single class of stock listed on the New York Stock Exchange ("**NYSE**") and subsequently on the Mercato Telematico Azionario. As a consequence of the Merger, FCA will become the holding company of the group.

The completion of the Merger is subject to the satisfaction or, to the extent permitted by applicable law, the waiver (in writing) by both Merging Companies of the following conditions precedent detailed in the Directors' Report (the "**Conditions Precedent**"):

- FCA common shares shall have been admitted to listing on the NYSE, subject to official notice of issuance;
- no governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order or act which is in effect and prohibits consummation of the Merger in accordance with the terms set forth herein and no order shall have been enacted, entered, promulgated or enforced by any governmental entity of competent jurisdiction which prohibits or makes illegal the consummation of the Merger;
- the amount of cash, if any, to be paid (a) to Fiat shareholders exercising cash exit rights in connection with the Merger in accordance with article 2437 of the Italian Civil Code and/or (b) to any creditors of Fiat pursuant to any creditor opposition rights proceeding against Fiat under Italian law, shall not exceed in the aggregate Euro 500 million;
- the approval of the Merger by the Fiat Extraordinary Meeting of Shareholders.

In addition to the Conditions Precedent mentioned above, the Merger shall not be established other than after the occurrence of certain events detailed in the Directors' Report.

Base on the proposed Common Merger Plan, the Fiat Shareholders will receive one newly allotted share in FCA (having a nominal value of Euro 0.01 each) for each ordinary share held in Fiat (having a nominal value of Euro 3.58 each) , thus fixing the Exchange Ratio. No cash consideration will be paid by FCA.

No consideration, either in cash or otherwise, will be paid by FCA to the Shareholders of Fiat in connection with the Merger, except for the Exchange Ratio.

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3. Documentation utilized

In performing our work, we obtained directly from Fiat and FCA the documentation and information we considered useful in the circumstances.

We analyzed the documentats received and, in particular:

a) the Common Merger Plan and the Directors' Reports of the two companies that will be presented to the respective Extraordinary Meetings, that propose, with reference to the balance sheet at December 31, 2013, the following Exchange Ratio:

- n. 1 FCA newly issued common share, par value Euro 0.01 per share, for each Fiat ordinary share, par value Euro 3.58 per share.

No adjusting cash settlement is provided for.

The Exchange Ratio has been determined by the Boards of Directors without availing of any advisor. The Report of the Board of Directors sets out in detail the valuation criterion adopted, the reasons for its choice and the related comments;

b) the statutory and consolidated financial statements as of December 31, 2013 and for the year then ended of Fiat, prepared in accordance with International Financial Reporting Standards as adopted by the EU ("**IFRS**"), accompanied by the respective reports of the Board of Directors, the board of statutory auditors and the independent auditors;

c) the balance sheet as of April 1, 2014 of FCA, prepared in accordance with accounting principles generally accepted in the Netherlands (" **Dutch Accounting Standard**");

d) information from the accounting and management systems, as deemed necessary to reach the scope of the engagement, as indicated in the preceding paragraph 1.;

e) the By-laws of Fiat, the By-laws current and the one to be effective after the Merger of FCA, attached to the Common Merger Plan;

f) the minutes of the meetings of the board of directors, the board of statutory auditors and other committees, where required, of both companies, and the related supporting documentation;

g) press releases and information on the Mergers made available to the public by Fiat.

Finally, we obtained representation that, based on the best knowledge and belief of Fiat Directors, no significant changes occurred in the data and information used in our analysis.

4. Valuation methods adopted by the Board of Directors for the determination of the Exchange Ratio

In mergers between companies, the objective of the evaluation consists of determining the equity value and the exchange ratio, that is the proportion between the number of shares of the company to be merged and the number of shares that the surviving company allocates to the shareholders of the company to be merged. Accordingly, the main purpose of the valuation of the companies involved in a merger is to obtain the comparable corresponding values for the purposes of the determination of the exchange ratio, rather than to determine stand alone absolute economic value. Therefore, the companies involved in the transaction need to be valued based on homogeneous criteria to obtain comparable results.

The Merger will be carried out on the basis of the balance sheets as of December 31, 2013 for Fiat and as of April 1, 2014, date of incorporation, for FCA (as far as Fiat is concerned, the balance sheets are the relevant December 31, 2013 statutory financial statements). The value of the assets and liabilities to be transferred to FCA as of the effective date of the Merger will be determined on the basis of the relevant net book value as of the effective date of the Merger. These assets and liabilities of Fiat are referred to December 31, 2013, the date of the balance sheet prepared by the Board of Directors (which correspond to the December 31, 2013 statutory financial statements of Fiat).

Since in the context of the Merger the value of FCA immediately after the Merger equals the value of Fiat immediately prior to the Merger, the Board of Directors considered these companies as being of equal value.

5. Valuation difficulties encountered by the Directors

To obtain the aforementioned results, also pursuant to article 2501 *quinquies* of the Italian Civil Code, the Directorshave not encountered any particular difficulties arising from the application of the valuation methodology adopted to determine the Exchange Ratios.

6. Results of the valuation performed by the Directors

FCA has been incorporated as a wholly-owned direct subsidiary of Fiat. FCA's issued share capital is EUR 350,000.00. As a result of the Merger, FCA will succeed to all assets and assume all liabilities of Fiat and the value of FCA will equal the value of Fiat immediately prior to the Merger (considering the application of book value for this Merger). The shareholders of Fiat, as the sole parent company of the surviving company, FCA, will receive one common share in the capital of FCA for each Fiat ordinary share held by them. As the value of each common share in the capital of FCA immediately after the Merger equals the value of each Fiat ordinary share immediately prior to the Merger, the one to one exchange ratio has been applied.

In the context of a merger, the objective of the board of directors' valuation is to estimate the "relative" equity values in order to determine the exchange ratio; such relative values should not be taken as reference in contexts different from the merger itself.

The relative value of Fiat has been determined under the going-concern assumption and ignoring any potential economic and financial impacts of the Merger.

On the basis of the valuations described above, the Board of Directors has approved the following Exchange Ratio, which determines the number of new shares to service the Merger:

- n. 1 FCA newly issued common share, par value Euro 0.01 per share, for each Fiat ordinary share, par value Euro 3.58 per share.

No adjusting cash settlement is provided for.

These conclusions have been compared to the conclusions of the board of directors of FCA.

7. Work done

7.1. Work done on the "documentation utilized" as mentioned at paragraph 3.

Considering that the valuation method applied by the Directors takes as a reference basis the financial statements of Fiat at December 31, 2013, in accordance with article 2501 ter of the Italian Civil Code, it should be noted that the financial statements and the consolidated financial statements of Fiat at December 31, 2013, were audited by us.

In addition, we met with Fiat management to obtain information on the subsequent events with respect to the financial statements mentioned above that could have a significant effect on the amounts being examined by us.

We discussed with KPMG Accountants N.V. regarding the work performed by them on the same documentation pertaining to FCA.

The above activities have been performed to the extent necessary for the purpose of our engagement, indicated in paragraph 1. above.

7.2. Work done on the methods used to determine the Exchange Ratio

We performed the following procedures:

- analysis of the Common Merger Plan and of the Directors' Reports of Fiat to verify the completeness and consistency of the processes followed by the Directors to determine the Exchange Ratio, as well as the consistent application of valuation methods;

- verification of the consistency of data utilized, with respect to the reference sources and with the "Documentation used", described in paragraph 3. above;

- verification of the mathematical accuracy of the calculation of the Exchange Ratio, derived from the application of the valuation methods used by the Directors.

We also gathered, through discussion with Fiat management, and obtained representation that, based on the best knowledge and belief of Fiat management, no significant changes occurred in the data and information used in our analysis, and that there have been no events that would require a modification of the valuation expressed by the Directors in the determination of the Exchange Ratio.

Finally, we discussed with KPMG Accountants N.V. regarding the valuation and the methodologies used by the companies to determine the Exchange Ratio.

The abovementioned procedures were performed to the extent considered necessary for the purpose of our engagement, as per paragraph 1. above.

8. Comments on the reasonableness of the methods used and the validity of the estimates

With reference to this engagement, we wish to draw attention to the fact that the principal purpose of the process used by the Directors was to identify an estimate of relative values of the companies involved in the merger, by applying consistent criteria, in order to obtain comparable values. In fact, the main objective of valuations for mergers is to identify comparable values in order to determine the exchange ratio, rather than to determine absolute values of the companies involved.

Accordingly, valuations for merger transactions have a meaning solely in respect of their relative profile and cannot be regarded as estimates of the absolute values of the companies with respect to transactions different from the merger.

We performed a critical analysis of the methodologies used by the Directors to determine the relative value of the companies and, as a consequence, of the Exchange Ratio, verifying the technical adequacy in the specific circumstances, considering the whole Transaction.

With regards to the valuation method adopted, we note that:

- it is widely used in the Italian and in the international professional practice, it is based on accepted valuation doctrine and on parameters determined through a generally accepted methodology process;
- the method has been developed on a stand alone basis, in conformity with the valuation framework required by the merger;
- the methodology adopted by the Directors ensures that the valuation methods are consistent and thus that the values are comparable.

In particular, the valuation method appears reasonable in the circumstances, in light of the characteristics of the companies involved in the Merger, and since the value of FCA immediately after the Merger equals the value of Fiat immediately prior to the Merger.

9. Specific limitations encountered by the auditors in carrying out the engagement

As previously indicated, in the execution of our work we utilized data, documents and information provided to us by the companies participating to the Merger, assuming the truthfulness, correctness and completeness, without performing controls on them. Similarly, we have not performed, since they were out of the scope of our engagement, controls and/or valuations on the validity and/or effectiveness of the transactions completed by Fiat, FCA and/or by their subsidiaries, neither on the related acts or on the effects of the Merger on them.

As previously indicated, the effectiveness of the Merger is subject to the satisfaction of the Conditions Precedent included in the Directors' Report. Accordingly, should such Conditions

Precedent not been satisfied, the comments included in this Report could result no longer applicable and effective.

10. Conclusion

Based on the documentation we have examined and on the procedures described above, and considering the nature and extent of our work as described in this report, we believe that the valuation methods adopted by the Directors of Fiat, are, under the circumstances, reasonable and not arbitrary, and they have been correctly applied by them in their determination of the Exchange Ratio of shares indicated in the Common Merger Plan, as follows:

- n. 1 FCA newly issued common share, par value Euro 0.01 per share, for each Fiat ordinary share, par value Euro 3.58 per share.

No adjusting cash settlement is provided for.

Turin, June 18, 2014

Reconta Ernst & Young S.p.A.
Signed by: Felice Persico, partner

This report has been translated into the English language solely for the convenience of international readers.

Independent auditor's report

To: the Board of Directors of Fiat Investments N.V.

We have read the common cross border-merger terms ("Merger Proposal") for the intended cross-border merger dated 15 June 2014 ("the Intended Merger") between the following companies:

1 **Fiat S.p.A.**, a public joint stock company (Società per azioni) organised under the laws of the Republic of Italy, having its registered official seat at Via Nizza 250, 10126, Turin, Italy, registered with the Companies' Register of Turin (Registro delle Imprese) under number: 00469580013 ("the disappearing company"); and

2 **Fiat Investments N.V.**, a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal executive offices at 240 Bath Road, SL1 4DX, Slough, United Kingdom, registered with the trade register of the Chamber of Commerce (*Kamer van Koophandel*) under number: 60372958, which company will be renamed "Fiat Chrysler Automobiles N.V." ("the acquiring company").

Managements' responsibility

The Boards of Directors of the companies are responsible for the preparation of the Merger Proposal.

Auditor's responsibility

Our responsibility is to issue an auditor's report on the reasonableness of the proposed share exchange ratio as included in the Merger Proposal and on the shareholders' equity of the disappearing company as referred to in Section 2:328 (1) in conjunction with Section 2:333g of the Netherlands Civil Code.

We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. This requires that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether:

- the proposed ratio for the exchanging of ordinary shares in Fiat S.p.A. for the number of common shares in the name of the acquiring company as included in the Merger Proposal, as referred to in section 2:326 of the Netherlands Civil Code, is reasonable;
- the shareholders' equity of Fiat S.p.A. as at 31 December 2013 on the basis of valuation methods generally accepted in the Netherlands, at least corresponds to the nominal paid-up amount on the aggregate number of common shares in Fiat Investments N.V. to be acquired by the shareholders of Fiat S.p.A. under the Intended Merger.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

KPMG

Opinion

In our opinion:

1 Having considered the Merger Proposal and the documents attached there to, the proposed share exchange ratio as referred to in Section 2:326 (1) of the Netherlands Civil Code and as included in the Merger Proposal, is reasonable; and

2 The shareholders' equity of the disappearing company, as at 31 December 2013 being the date of its annual financial statements on the basis of valuation methods generally accepted in the Netherlands, at least corresponds to the nominal paid-up amount on the aggregate number of common shares in Fiat Investments N.V. to be acquired by the shareholders of Fiat S.p.A. under the Intended Merger.

Restriction on use

This auditor's report is solely issued in connection with the aforementioned Merger Proposal and therefore cannot be used for other purposes.

Amstelveen, 15 June 2014

KPMG Accountants N.V.

L.M.A. van Opzeeland RA