



FIAT CHRYSLER AUTOMOBILES

## **Fiat Chrysler Automobiles N.V.**

(Incorporated as a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands No. 60372958)

*as Issuer and as Guarantor, in respect of Notes issued by*

*Fiat Chrysler Finance Europe société anonyme, Fiat Chrysler Finance Canada Ltd. and Fiat Chrysler Finance North America, Inc.*

*and*

## **Fiat Chrysler Finance Europe**

*société anonyme*

(Incorporated with limited liability under the laws of the Grand-Duchy of Luxembourg;

*Registre de Commerce et des Sociétés de Luxembourg No. B-59500)*

*as Issuer*

*and*

## **Fiat Chrysler Finance Canada Ltd.**

(Incorporated with limited liability under the laws of the Province of Alberta, Canada)

*as Issuer*

*and*

## **Fiat Chrysler Finance North America, Inc.**

(Incorporated under the laws of the State of Delaware)

*as Issuer*

**€20,000,000,000**

### **Global Medium Term Note Programme**

This base prospectus supplement (the **Supplement**) is supplemental to and should be read in conjunction with the Base Prospectus dated December 14, 2015 as supplemented on February 12, 2016 and March 9, 2016 (the **Base Prospectus**) in relation to the €20,000,000,000 Global Medium Term Note Programme (the **Programme**) of Fiat Chrysler Automobiles N.V. (**FCA**), Fiat Chrysler Finance Europe *société anonyme* (**FCFE**), Fiat Chrysler Finance Canada Ltd. (**FCFC**) and Fiat Chrysler Finance North America, Inc. (**FCFNA**) (each an **Issuer** and together the **Issuers**). The payments of all amounts due in respect of Notes issued by FCFE, FCFC and FCFNA will be unconditionally and irrevocably guaranteed by FCA (in such capacity, the **Guarantor**). This Supplement constitutes a base prospectus supplement for the purposes of Article 16 of Directive 2003/71/EC, as amended (the **Prospectus Directive**) and is prepared in connection with the Programme. This Supplement has been approved by the Central Bank of Ireland (the **Central Bank**), as competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

Terms defined in the Base Prospectus have the same meaning when used in this Supplement.

FCA, in its capacity as an Issuer, accepts responsibility for the information contained in this document, with the exception of any information in respect of FCFE, FCFC and FCFNA. To the best of the knowledge of FCA, the information contained in this document in respect of which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

FCA, in its capacity as a Guarantor, accepts responsibility only for the information contained in this document relating to itself and to the Guarantee. To the best of the knowledge of the Guarantor, the information contained in those parts of this document relating to itself and to the Guarantee is in accordance with the facts and does not omit anything likely to affect the import of such information.

FCFE accepts responsibility for the information contained in this document, with the exception of any information in respect of FCFNA, FCFC and FCA when the latter is acting as an Issuer. To the best of the knowledge of FCFE, the information contained in this document in respect of which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

FCFC accepts responsibility for the information contained in this document, with the exception of any information in respect of FCFNA, FCFE and FCA when the latter is acting as an Issuer. To the best of the knowledge of FCFC, the information contained in this document in respect of which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

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FCFNA accepts responsibility for the information contained in this document, with the exception of any information in respect of FCFE, FCFC and FCA when the latter is acting as an Issuer. To the best of the knowledge of FCFNA, the information contained in this document in respect of which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

On March 15, 2016, FCA announced that its subsidiary FCA US LLC (**FCA US**) has entered into amendments (the **Amendments**) to its Tranche B Term Loan due 2017 and its Tranche B Term Loan due 2018 (together, the **Term Loans**) to eliminate covenants restricting the provision of guarantees and payment of dividends by FCA US for the benefit of the rest of the Group. The amendments to the Term Loans represent the final step toward allowing the free flow of capital among members of the Group and enabling access to the second €2.5 billion tranche of FCA's €5 billion syndicated revolving credit facility.

As a condition to effectiveness of the Amendments, FCA US made a U.S.\$2 billion voluntary prepayment, applied to the Term Loans in proportion to their respective principal balances. After giving effect to the prepayment, the aggregate outstanding principal balance of the Term Loans is approximately U.S.\$2.8 billion.

A copy of the press release is available at [http://www.fcagroup.com/en-US/media\\_center/fca\\_press\\_release/FiatDocuments/2016/march/FCA\\_US\\_Amends\\_and\\_Partially\\_Prepaids\\_Term\\_Loans.pdf](http://www.fcagroup.com/en-US/media_center/fca_press_release/FiatDocuments/2016/march/FCA_US_Amends_and_Partially_Prepaids_Term_Loans.pdf)

Neither FCA's website nor its content (except for the audited financial statements and audit reports in relation thereto available at the links mentioned in the Base Prospectus) form part of this Supplement. Copies of all documents incorporated by reference in the Base Prospectus can be obtained free of charge from the registered offices of FCFE, FCFC and FCFNA, the principal office of FCA and at the offices of the paying agents. Non incorporated parts of a document referred to above are either not relevant for an investor or are covered elsewhere in the Base Prospectus, as supplemented.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in, or incorporated by reference in, the Base Prospectus, such statements described in clause (b) will be deemed to be superseded by such statements described in clause (a).

Save as disclosed in this Supplement no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus, which is capable of affecting the assessment of Notes issued under the Programme, has arisen or been noted, as the case may be, since the publication of the Base Prospectus.

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