

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement"), is dated as of March 10, 2010 (the "Agreement Date"), between OLD CARCO LLC (f/k/a Chrysler LLC), a Delaware limited liability company ("Seller"), and MAYNARDS INDUSTRIES (1991) INC., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, on April 30, 2009 (the "Petition Date"), Seller filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which case is administered under Case No. 09-50002 (AJG) (the "Bankruptcy Proceeding").

WHEREAS, prior to the Petition Date, Seller operated a stamping plant (the "Business") at the Real Property (as defined in Section 1).

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, certain property located in the County of Summit, State of Ohio, of which Seller is the owner (the "Transaction").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Affiliate" means any Person that is Controlled By or Affiliated With a party to this Agreement.

"Affiliated With" means the status of direct or indirect common ownership or management with a party to this Agreement.

"Chrysler" means Chrysler Group LLC.

"Chrysler Equipment" means the personalty, trade fixtures and equipment owned by Chrysler and identified on Exhibit B attached hereto and incorporated by reference herein, as modified by the terms of the Letter Agreement.

"Controlled By" means the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of the management and policies of a Person.

"Equipment" means (i) the Scheduled Assets and (ii) all of the other personalty, trade fixtures and equipment, other than the Chrysler Equipment, located and/or used at the Real Property, including without limitation, equipment or parts that are out for repair, if any.

“Intangible Property” means all manuals, maintenance records, as-built and other drawings, and other similar documents and materials (whether in electronic or written form), in Seller’s possession or under Seller’s control (if any), relating to the Property and, to the extent transferable, any and all (i) warranties and guaranties relating to any of the Property and any and all rights and remedies of Seller, if any, with respect thereto, and (ii) governmental permits, approvals, licenses and consents.

“Letter Agreement” means that certain letter agreement dated as of January 28, 2010, by and between Chrysler and Seller relating to certain clarifications of the Master Transaction Agreement dated as of April 30, 2009.

“Liens” means, with respect to any of the Property, regardless of whether created or incurred prior to, on or after the Petition Date, any and all Monetary Liens, liens (including judicial and statutory liens), pledges, charges, options, rights of first refusal, rights of first offer, licenses to a third party, leases to a third party, security agreements, encumbrances, Claims (as defined in Section 101(5) of the Bankruptcy Code) or other adverse claims (including any options and rights of first refusal), charges, pledges, hypothecations, covenants, restrictions, interests or limitations of any kind in respect of any of the Property. For the purposes of this Agreement, without limiting the definition of a “Lien”, Seller will be deemed to own subject to a Lien any asset which Seller has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset. For the purposes of this Agreement, under no circumstances shall Liens include any of the Permitted Liens and Purchaser understands and agrees that Seller’s conveyance of title to the Real Property to Purchaser will be subject to the Permitted Liens.

“Monetary Liens” means any mortgages, deeds of trusts, security interests, liens for delinquent property taxes, mechanic’s or materialmen’s liens and other similar types of monetary liens. For the purposes of this Agreement, Monetary Liens shall include, without limitation, all delinquent real estate taxes and Items 22-27, inclusive, of Schedule B, Section Two of the Commitment. For the purposes of this Agreement, under no circumstances shall Permitted Liens include any of the Monetary Liens and Seller understands and agrees that all Monetary Liens will be released from the Property and will attach to the Sale Proceeds in the same order of priority, validity and enforceability as existing prior to the sale of the Property by Seller to Purchaser to the extent provided in the Sale Order.

“Person” means and includes an individual, partnership, association, joint venture, corporation, limited liability company, limited liability partnership, trust, trustee, any other entity or organization and any governmental entity.

“Property” means all of the Equipment (including without limitation, the Scheduled Assets), the Intangible Property and the Real Property.

“Real Property” means (i) the approximately 195 acres of land located at 2000 East Aurora Road, Twinsburg, Ohio 44087 and more specifically described on Exhibit A

attached hereto and incorporated by reference herein, (ii) all buildings, fixtures and other improvements located on the land, including without limitation, all of Seller's right, title and interest, if any, to all related facilities infrastructure, systems and utilities, (iii) all hereditaments, privileges, tenements, and appurtenances belonging to the land and the improvements and (iv) all of Seller's rights to open or proposed highways, streets, roads, development rights and other similar rights to the extent assignable, easements, strips, gores, and rights-of-way in any way affecting the land and the improvements.

“Representative” means, as to each party, its employees, officers, directors, agents, consultants (including without limitation, outside attorneys and accountants), advisors and agents.

“Sale Proceeds” means those proceeds received by Seller on account of the sale of the Property.

“Scheduled Assets” means all of the tangible personal property described on Exhibit E attached hereto and incorporated by reference herein.

“TSA” means the Transition Services Agreement, dated as of June 10, 2009 and amended as of October 1, 2009 and November 5, 2009, by and between Seller and Chrysler (a copy of the TSA and the two amendments being attached hereto as Exhibit F and incorporated by reference herein), and the Amendment No. 3 to Transition Services Agreement to be entered into by and between Seller and Chrysler is substantially in the form as provided to Seller as of the Agreement Date (the “Third Amendment”).

For any party hereto, a document is “substantially in the form” of a document referred to in this Agreement when it is identical to the document referred to except for revisions necessary to correct typographical and clerical errors, changes to the date of such document and other modifications made with the consent of such party, such consent to not be unreasonably withheld.

2. Agreement.

(a) Sale and Purchase. Subject to the terms and conditions of this Agreement and the entry of the Sale Order (as defined in Section 6(c)), on the Closing Date (as defined in Section 5(a)), Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, receive and assume from Seller (i) insurable fee simple title to the Real Property, free and clear of all Liens, except for the Permitted Liens, and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code, (ii) subject to the terms of the Letter Agreement, all right, title and interest in and to the Scheduled Assets, free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code, and (iii) subject to the terms of the Letter Agreement, all of Seller's right, title and interest, if any, in and to the Intangible Property and the Equipment (other than the Scheduled Assets) free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code.

(b) Excluded Liabilities. Purchaser does not assume and shall not assume any liabilities, Claims, other claims, debts, commitments and obligations of Seller of any and all kind whatsoever, whether or not relating to the Property (except for those obligations disclosed in the Permitted Liens) and/or the Business, whether absolute, accrued, unaccrued, contingent, fixed or otherwise, whether known or unknown, whether due or to become due, and whether arising prior to, on or after the Closing (as defined in Section 5(a)) (collectively, the “Excluded Liabilities”). Upon closing of the sale of the Property, pursuant to the Sale Order, Purchaser will take title to and possession of the Property free and clear of the Liens and any other interests to the extent provided in the Sale Order.

3. Purchase Price; Deposit. The purchase price for the Property shall be FORTY FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$45,500,000.00) (the “Purchase Price”). The Purchase Price shall be payable as follows:

(a) Deposit. Seller acknowledges that, on or prior to the Agreement Date, Purchaser delivered, by wire transfer and in immediately available funds, the amount of TWO MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,825,000.00) to First American Title Insurance Company (the “Title Company” or “Escrow Agent”) as an earnest money deposit (the “Deposit”). For purposes of this Agreement, the meaning of “Deposit” shall include any earnings thereon. The Deposit shall serve as an earnest money deposit under this Agreement and shall be released in accordance with the following procedures:

(i) Deposit Instructions. At the Closing, Seller and Purchaser shall jointly instruct the Escrow Agent to deliver the Deposit by wire transfer of immediately available funds, to an account designated by Seller and the full amount of the Deposit at Closing shall be applied towards the payment of the Purchase Price as a credit in favor of Purchaser.

(ii) Termination of Agreement by Reason of Purchaser Material Breach. If (A) Seller is not in material breach of this Agreement, (B) Purchaser has not terminated this Agreement as permitted hereunder and (C) Seller terminates this Agreement pursuant to (1) Section 5(h)(xi) or (2) Section 5(h)(xii) to the extent a closing condition set forth in Section 5(c)(iii) is not satisfied, then the Deposit shall be delivered to Seller.

(iii) Termination of Agreement for Other Reasons. If this Agreement is terminated for any reason whatsoever other than that stated in Section 3(a)(ii), then the Deposit will be returned to Purchaser.

(b) Purchase Price Balance. The balance of the Purchase Price, subject to any prorations and other credits as set forth in this Agreement, shall be delivered in immediately available funds on or before the Closing Date by Purchaser to Escrow Agent.

4. Title Report.

(a) Purchaser acknowledges it has obtained a title commitment, (Number NCS-420791-MICH) with an effective date as of January 19, 2010 (the "Commitment"), for the Real Property prepared by Title Company. Purchaser has approved the Commitment (other than any and all Monetary Liens) as of the Agreement Date, *provided, however*, that Purchaser shall be permitted to object to any encumbrance or defect in title that is properly recorded in the real property records of the County of Summit, State of Ohio on or after the January 19, 2010 ("Post Agreement Date Encumbrances") excluding those matters created, suffered or permitted by, at the request of or through Purchaser ("Post Agreement Date Objections"). Within five business days after receipt of Purchaser's Post Agreement Date Objections, Seller shall notify Purchaser if Seller is unable or unwilling to remove any such Post Agreement Date Encumbrances on or prior to the Closing Date at Seller's sole cost ("Seller's Title Notice"). If Seller is unable or unwilling to cure any such Post Agreement Date Objections, Purchaser shall have the option to notify Seller, within five business days of Purchaser's receipt of Seller's Title Notice, of Purchaser's election to terminate this Agreement in which case the Deposit shall be promptly returned to Purchaser. If Purchaser fails to timely respond to such Seller's Title Notice, Purchaser shall be deemed to have waived such exceptions and shall be required to proceed with Closing without diminution in the Purchase Price. From and after the Agreement Date until the earlier of Closing or the termination hereof, Seller shall not take any action, or fail to take any action, that would cause title to the Property to be subject to any title exceptions, other than the Permitted Liens.

(b) Those Post Agreement Date Encumbrances that Purchaser does not disapprove of, as well as (i) any exceptions included in the Commitment that were recorded prior to January 19, 2010 (other than any and all Monetary Liens), (ii) real estate taxes which are not yet due and payable, (iii) matters created, suffered or permitted by or through the Purchaser, (iv) roads, highways, and other public rights of way, (v) zoning, land use and other governmental laws, rules and regulations, (vi) any matters that would be shown by an accurate survey of the Property, including, without limitation, easements, quasi-easements, licenses, covenants, rights-of-way or other similar restrictions, including any other agreements, conditions or restrictions, (vii) the Title Company's so-called "standard exceptions" except to the extent that any of the same are deleted by Title Company, (viii) rights, remedies and obligations of Seller and Chrysler relating to the Property as set forth in the TSA (the "Chrysler License"), (ix) the rights of Chrysler Group LLC and Omnisource Corporation, an Indiana corporation ("Omnisource"), pursuant to that certain Scrap Management Agreement, dated as of April 9, 1992, as amended by the First Amendment to Scrap Management Agreement, dated as of September 3, 1992, as further amended by the Second Amendment to Scrap Management Agreement, dated as of January 15, 1995 and as further amended by the Third Amendment to Scrap Management Agreement, dated as of January 1, 2004 (as amended, the "Scrap Management Agreement") and (x) rights, remedies and obligations of Seller and Chrysler relating to the Property as set forth in the Letter Agreement, shall be "Permitted Liens"; provided, however, Seller agrees that under no circumstances shall any of the Monetary Liens be Permitted Liens and that all Monetary Liens will be released from the Property and will attach to the Sale Proceeds in the same order of priority, validity and enforceability as existing prior to the sale of the Property by Seller to Purchaser to the extent provided in the Sale Order. For the avoidance of doubt, Seller shall use reasonable efforts to deliver, but shall not be required to deliver, to Purchaser releases from any individual lienholders on the Property.

(c) Notwithstanding any provision of this Agreement to the contrary, from and after the Agreement Date except for the Third Amendment, Seller will not amend the TSA (as it relates to the Property) without the prior written consent of Purchaser.

5. Title; Closing; Termination.

(a) Closing. The closing of the Transaction contemplated by this Agreement (the "Closing") shall occur on the later of (i) the fourteenth day after the entry of the Sale Order or (ii) the second business day thereafter on which the Sale Order shall no longer be subject to an appeal as set forth in Section 5(c)(i)(B)(y) or a stay of its effectiveness; or on an earlier or later date established by mutual agreement of the parties (the "Closing Date"). The Closing shall take place at 10:00 a.m., prevailing Eastern Time, on the Closing Date, in the offices of the Title Company, or at such other time and place as may be mutually agreed upon by Seller and Purchaser. Neither party shall be required to close unless all conditions to the obligations of such party have been satisfied or waived. Possession of the Property shall be delivered to Purchaser at Closing, subject to the rights of Chrysler Group LLC and Omnisource pursuant to the Scrap Management Agreement and the rights of Chrysler pursuant to the TSA to occupy and operate the Property.

(b) Seller Deliveries. On or before the Closing Date, Seller shall deposit, or shall cause to be deposited, the following documents with the Title Company (collectively, the "Seller's Closing Deliveries"):

(i) a duly executed and recordable quitclaim deed conveying insurable fee simple title to the Real Property to Purchaser, free and clear of all Liens, except for the Permitted Liens, and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code (the "Deed") in the form of Exhibit H attached hereto and incorporated by reference herein;

(ii) a duly executed bill of sale and assignment (the "Bill of Sale") in the form of Exhibit I attached hereto and incorporated by reference herein, in conveying (A) all right, title and interest in and to the Scheduled Assets free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code, and (B) Seller's right, title and interest, if any, to the Equipment (other than the Scheduled Assets) and the Intangible Property free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code;

(iii) a duly executed standard owner's affidavit in the form of Exhibit G attached hereto and incorporated by reference herein;

(iv) a duly executed affidavit as required by Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), certifying that Seller is not a "foreign person" as defined in the I.R.C.;

(v) a true and correct copy of the Sale Order as entered by the Bankruptcy Court;

(vi) without limiting any rights, obligations or remedies of any parties to the TSA, an assignment by Seller to Purchaser of Seller's rights and obligations under the TSA with respect to the Property, to inure to the benefit of Purchaser ("TSA Assignment"); and

(vii) all such other certificates or forms required by law in order to transfer the Property or necessary for the recordation of the Deed.

(c) Conditions to Closing.

(i) The respective obligations of each party to effect the Closing hereunder and the Transaction contemplated hereby shall, except as explicitly otherwise provided in this Section 5(c)(i), be subject to the fulfillment at or prior to the Closing of the following conditions:

(A) there shall not be in effect any preliminary or permanent injunction or other order or decree by any federal or state court or administrative agency having competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transaction contemplated in this Agreement;

(B) the Bankruptcy Court shall have entered the Bidding Procedures Order (as defined in Section 6(c)) substantially in the form attached to this Agreement, except as Purchaser may otherwise approve, and the Sale Order approving this Agreement, substantially in the form attached to this Agreement, except as Purchaser may otherwise approve, and such Sale Order, among other things: (I) shall include a determination that Purchaser is a purchaser in good faith within the meaning of Section 363(m) of the Bankruptcy Code and, therefore, entitled to the protections of such Section, (II) shall include a finding that Seller is the sole and lawful owner of all of the Scheduled Assets, holding all right, title and interest therein, and (III) shall not have been stayed or otherwise limited as to its terms or effectiveness, which stay has not been lifted; and the Sale Order (x) shall not have been reversed or vacated at the time of Closing; and (y) shall not be the subject of an appeal or motion for rehearing or new trial solely with respect to the ownership of any Scheduled Asset, provided however, that Purchaser, in its sole and absolute discretion, may elect to proceed with the Closing even if such an appeal or a motion for rehearing or new trial on the Sale Order is pending;

(C) the consent of Chrysler to the TSA Assignment, to the extent required; and

(D) the delivery to Purchaser of a certification of Seller, duly executed by an authorized officer of Seller, confirming to Purchaser that the TSA has not been amended in any manner relating to the Property since the Agreement Date, excluding the Third Amendment.

(ii) The obligation of Purchaser to effect the Closing hereunder and the Transaction contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(A) the representations and warranties of Seller set forth in this Agreement shall have been true and correct in all material respects as of the Agreement Date and shall be true and correct in all material respects as of the Closing Date as though made at and as of the Closing (except to the extent that such representations and warranties are stated to be made as of a date other than the date they were made, in which case they shall have been true and correct in all material respects as of such other date);

(B) Seller shall have timely performed and complied with each obligation, covenant, and delivery required of Seller contained in this Agreement which is required to be performed and complied with by Seller on or prior to the Closing, including without limitation, Title Company having received all of Seller's Closing Deliveries from Seller; and

(C) Purchaser shall receive from Title Company an irrevocable commitment to issue an ALTA Owner's Policy of Title Insurance insuring fee simple title to the Real Property in Purchaser, subject only to the Permitted Liens (the "Title Policy"), in a dollar amount as determined by Purchaser, but in no event more than the Purchase Price.

Any condition specified in this Section 5(c)(ii) may be waived, in whole or in part, by Purchaser, provided that no such waiver shall be effective against Purchaser unless it is set forth in a writing executed by Purchaser.

(iii) Seller's obligation to sell is expressly conditioned upon each of the following:

(A) Timely performance of each obligation, covenant and delivery required of Purchaser contained in this Agreement, which is required to be performed and complied with by Purchaser on or prior to the Closing; and

(B) On or before the Closing Date, Purchaser shall deposit with the Title Company the remaining balance of the Purchase Price in immediately available funds.

Any condition specified in this Section 5(c)(iii) may be waived, in whole or in part, by Seller, provided that no such waiver shall be effective against Seller unless it is set forth in a writing executed by Seller.

(d) Title Company is hereby instructed that when Title Company has received confirmation that the conditions above have been satisfied and is in a position to otherwise close the Transaction as contemplated hereby, Title Company shall (i) record the Deed and deliver the Bill of Sale to Purchaser, and (ii) deliver the Purchase Price, net of any adjustments required hereby, to Seller.

(e) At Closing, Seller shall pay the following costs out of the Sale Proceeds:

(i) Any fees, expenses and/or costs incurred in connection with the removal of any unpermitted exceptions with respect to the Real Property pursuant to Section 4(a);

(ii) One hundred percent (100%) of any city, state or county transfer tax or fee payable on or in connection with the sale and/or conveyance of the Real Property; and

(iii) One-half of the cost of any escrow fee.

(f) At Closing, the Purchaser shall pay the following costs:

(i) The cost of the Title Policy and any endorsements to the Title Policy;

(ii) The cost of recording the Deed; and

(iii) One-half of the cost of any escrow fee.

(g) Prorations and Reimbursements. There shall be prorations of real property taxes and/or utilities at the Closing in accordance with local custom as determined by Title Company, provided, however, there shall not be a proration of any real property tax or utility charge to the extent paid, or required to be paid, by Chrysler under the Chrysler License. Additionally, Seller shall remit to Purchaser an amount equal to any and all reimbursements received by Seller from Chrysler on account of Spare Parts (as defined in the Letter Agreement) removed from the Property between February 9, 2010 and the Closing Date to the extent such Spare Parts relate to any of the Property being sold to Purchaser hereunder. This provision shall survive Closing.

(h) Termination. This Agreement may be terminated prior to the Closing Date as follows:

(i) by mutual written consent of Seller and Purchaser;

(ii) by Purchaser, upon written notice to Seller, if the Bankruptcy Court does not enter the Bidding Procedures Order within 15 days after the Agreement Date, unless extended to a later date by mutual consent of Seller and Purchaser;

(iii) by Purchaser, upon written notice to Seller, if the Bankruptcy Court does not enter the Sale Order within 20 days after the date on which the Bidding Procedures Order was entered by the Bankruptcy Court, unless extended to a later date by mutual consent of Seller and Purchaser,

(iv) by either party, upon written notice to the other party, if (i) the Purchaser is the Successful Bidder (as such term is defined in the Bidding Procedures Order) and (ii) the Closing has not occurred within 20 days of the entry of the Sale Order, unless extended to a later date by mutual consent of Seller and Purchaser; provided, however, that the party seeking

to terminate this Agreement may not effect such termination if it is then in breach of its obligations hereunder in any material respect after giving effect to any applicable cure period;

(v) by either party, upon written notice to the other party, if (i) the Purchaser is the "Next Highest Bidder" (as such term is defined in the Bidding Procedures Order) and (ii) the Closing has not occurred within 35 days after the entry of an order approving an Approved Alternative Transaction, but in no event later than April 15, 2010, unless extended to a later date by mutual consent of Seller and Purchaser; provided, however, that the party seeking to terminate this Agreement may not effect such termination if it is then in breach of its obligations hereunder in any material respect after giving effect to any applicable cure period (for purposes of this Agreement, "Approved Alternative Transaction" means any Alternative Transaction (as defined in Section 5(h)(xiv)) with a Successful Bidder (including a deemed Successful Bidder) other than Purchaser as approved by the Bankruptcy Court pursuant to the Sale Order);

(vi) by either party, upon written notice to the other party, if the Closing has not occurred within 70 days of the Agreement Date, provided, however, that the party seeking to terminate this Agreement may not effect such termination if it is then in breach of its obligations hereunder in any material respect after giving effect to any applicable cure period;

(vii) by either party, upon written notice to the other party, if (i) there shall be any applicable law that makes consummation of the Transaction contemplated hereby illegal or otherwise prohibited or (ii) consummation of the Transaction contemplated hereby would violate any nonappealable final order, decree or judgment of (A) the Bankruptcy Court or (B) any other court or governmental authority having competent jurisdiction;

(viii) by either party upon the closing of an Approved Alternative Transaction;

(ix) by Purchaser, upon written notice to Seller, if, on or prior to the Closing Date, Seller is in material breach of any representation, warranty, covenant or agreement herein contained and such breach shall not be cured within ten (10) days of the date of notice of breach served by Purchaser claiming such material breach; provided, that the right to terminate this Agreement pursuant to this Section 5(h)(ix) shall not be available to Purchaser if it is in material breach of this Agreement at the time notice of termination is delivered;

(x) by Purchaser, upon written notice to Seller, if any of the conditions to Purchaser's obligations to consummate the Transaction contemplated by this Agreement shall not have been satisfied, complied with or performed in any material respect as of the Closing Date and Purchaser shall not have waived in writing such failure of satisfaction, noncompliance or non-performance;

(xi) by Seller, upon written notice to Purchaser, if, on or prior to the Closing Date, Purchaser is in material breach of any representation, warranty, covenant or agreement herein contained and such breach shall not be cured within ten (10) days of the date of notice of breach served by Seller claiming such material breach; provided, that the right to

terminate this Agreement pursuant to this Section 5(h)(xi) shall not be available to Seller if it is in material breach of this Agreement at the time notice of termination is delivered;

(xii) by Seller, upon written notice to Purchaser, if any of the conditions to Seller's obligations to consummate the Transaction contemplated by this Agreement shall not have been satisfied, complied with or performed in any material respect as of the Closing Date and Seller shall not have waived in writing such failure of satisfaction, noncompliance or non-performance;

(xiii) by Purchaser, upon written notice to Seller, if Purchaser is not the Successful Bidder or the Next Highest Bidder (as defined in the Bidding Procedures) at the conclusion of the Auction;

(xiv) by Purchaser, upon written notice to Seller, if Seller has entered into a legally enforceable agreement for an Alternative Transaction which is not an Approved Alternative Transaction (for purposes of this Agreement "Alternative Transaction" means any transaction between Seller and a Person other than Purchaser for all or a portion of the Property that would prevent the consummation of the sale of the Property contemplated herein, except for those transactions pursuant to the Letter Agreement); and

(xv) by Purchaser, in the manner as provided in Section 9.

(i) Effect of Termination. No termination of this Agreement pursuant to Section 5(h) shall be effective until written notice thereof is given to the non-terminating party specifying the provision hereof pursuant to which such termination is made. If validly terminated pursuant to Section 5(h), this Agreement shall be void and of no effect, and all further obligations of the parties under or pursuant to this Agreement shall terminate without further liability of any party to the other; provided, however, that the provisions of the Bidding Procedures Order, Section 3(a) (Deposit), this Section 5(i) (Effect of Termination), Section 15 (Survival) and Section 16 (Miscellaneous) of this Agreement shall survive the termination of this Agreement; provided, further, that nothing contained in this Section 5(i) shall relieve any party from liability, if any, for any breach of this Agreement.

6. Bankruptcy Court Matters.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of any proposals that may lead to an Approved Alternative Transaction. From the Agreement Date (and any prior time) until the day of the Auction, Seller shall be permitted to, and to cause its Representatives to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers that may lead to an Approved Alternative Transaction. Without limiting the foregoing, Seller and its Affiliates and representatives shall be permitted to respond to any such inquiries or offers and perform any and all other acts related thereto that are required under the Bankruptcy Code or other applicable law to fulfill Seller's fiduciary duties, including, without limitation, supplying information relating to the Property to prospective purchasers.

(b) Purchaser agrees that it will promptly take such actions as are reasonably

requested by Seller to assist in demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In the event that the entry of the Sale Order shall be appealed, the parties hereto shall promptly defend such appeal with reasonable diligence.

(c) Seller states that Seller has filed with the Bankruptcy Court a motion (the “Sale Motion”), notices and proposed orders, to the extent amended as of the date hereof each in form and substance satisfactory to Purchaser seeking the Bankruptcy Court’s entry of (i) the Bidding Procedures Order, substantially in the form of Exhibit C attached hereto and incorporated by reference herein (the “Bidding Procedures Order”), approving Seller’s solicitation of proposals that may lead to an Approved Alternative Transaction and the provisions of Section 7 regarding payment of the Break-up Fee (as defined in Section 7(a)) and (ii) the sale order, substantially in the form attached hereto as Exhibit D (the “Sale Order”). Without limiting the generality of the foregoing, the Sale Order shall find and provide, among other things, that: (i) the Property sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens, with such Liens to attach to the net Sale Proceeds with the same validity, force and effect, and in the same order of priority, which such Liens now have against the Property or the proceeds, subject to any rights, claims and defenses Seller or its estate, as applicable, may possess with respect thereto; (ii) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement; (v) this Agreement and the Transaction contemplated hereby may be specifically enforced (including, without limitation, by Purchaser) against and binding upon, and not subject to rejection or avoidance by, Seller, any chapter 7 or chapter 11 trustee of Seller or any other Person; and (vi) such other provisions as reasonably requested by Purchaser.

(d) Seller shall use its reasonable efforts to cause the Bidding Procedures Order and the Sale Order to be approved by the Bankruptcy Court as soon as reasonably practicable. Seller shall serve a copy of the Sale Motion on: (i) all Persons known to assert any interest in or Lien upon the Property (including all holders of Liens against the Property as identified by the Commitment); (ii) all parties that are entitled to notice under Bankruptcy Rule 2002; (iii) the attorneys general of all states in which the Property are located; (iv) the Office of the United States Trustee; (v) all Persons that expressed to Seller an interest in purchasing the Property; (vi) any Person appearing in the Bankruptcy Proceeding and claiming a secured interest in the Property; (vii) any Person known to the Seller and claiming a secured interest in the Property; and (viii) any and all other Persons directed by the Bankruptcy Court.

(e) Seller shall use its commercially reasonable efforts to provide Purchaser with copies of all motions, applications and supporting papers prepared by or on behalf of the Seller (including forms of orders and notices to interested parties) directly relating to the Property or this Agreement at least two (2) business days prior to the filing thereof, unless the exigencies of time prevent the period from being that long, with the Bankruptcy Court so as to allow Purchaser to provide reasonable comments for incorporation into same.

(f) The Sale Order, to the extent permitted under the Bankruptcy Code or

other applicable law, shall be binding upon and shall govern the acts of all Persons, including, but not limited to, any subsequently appointed chapter 11 or chapter 7 trustee of Seller, all taxing authorities, filing agents, filing officers, title agents, title companies, recorders and/or registrars of mortgages, recorders and/or registrars of deeds, administrative agencies, governmental agencies or departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file register or otherwise record or release any documents or instruments, or who may be required to report or insure as to title or state of title in or to the Property or any part thereof.

(g) Commercially Reasonable Efforts. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable legal requirements to consummate and make effective in the most expeditious manner practicable the Transaction contemplated hereby.

7. Intentionally Omitted.

8. Physical Condition of the Property. Purchaser acknowledges that the purchase of the Property by Purchaser is on an “AS IS” AND “WHERE IS” basis. Purchaser hereby agrees to indemnify, defend, release and hold harmless Seller from and against any claim, action, matter or obligation that may arise in the future regarding any environmental condition of the Property caused solely by Purchaser’s activities on and/or operation of the Property. UPON CLOSING, PURCHASER EXPRESSLY AGREES TO ACCEPT THE PROPERTY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, “AS IS” AND “WHERE IS” AND SELLER SHALL, UNDER NO CIRCUMSTANCES, BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 14 HEREIN, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ANY ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY POLLUTANT OR CONTAMINANT, INCLUDING ANY HAZARDOUS SUBSTANCE IN, ON OR UNDER THE PROPERTY), AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF. SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY SUCCESSORS OF PURCHASER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR STRICT OR ABSOLUTE LIABILITY IN TORT, OCCASIONED BY OR ARISING IN CONNECTION WITH THE CONDITION OR ANY ALLEGED CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF ANY ENVIRONMENTAL CONDITION WITH RESPECT TO THE PROPERTY. PURCHASER AGREES TO RELEASE SELLER, THE DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT (AS EACH IS DEFINED IN THE SALE ORDER), AND ANY SUBSIDIARY OR AFFILIATE OF SELLER, DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, FROM ANY AND ALL CLAIMS OF PURCHASER OR ANY SUCCESSORS OF PURCHASER AGAINST SELLER, THE

DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT AND ANY SUBSIDIARY OR AFFILIATE OF SELLER, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, ARISING ON OR AFTER THE CLOSING CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND COVENANTS NOT TO SUE SELLER, THE DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT, AND ANY SUBSIDIARY OR AFFILIATE OF SELLER, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS OR OFFICERS OR JOIN SELLER, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, AND ANY SUBSIDIARY OR AFFILIATE OF SELLER, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS, IN ANY ACTION CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE PARTIES AGREE THAT THE FOREGOING RELEASE AND COVENANT SHALL RUN WITH THE PROPERTY AND BIND SUBSEQUENT PURCHASERS THEREOF AND THAT THE DEED WILL INCLUDE A REFERENCE THERETO PUTTING ANY FUTURE PURCHASERS OF THE PROPERTY ON NOTICE THEREOF UNTIL THE LATER OF THE ENTRY OF AN ORDER OF THE BANKRUPTCY COURT CLOSING THE BANKRUPTCY PROCEEDINGS OR FIVE YEARS FROM THE CLOSING DATE.

9. Condemnation and Casualty.

(a) Procedure Upon Condemnation. If prior to Closing, Seller is notified that the Property is to be condemned in whole or in part, which condemnation has a material adverse effect on Purchaser's intended use of the Property, Purchaser shall have the right, upon notice in writing to Seller delivered within ten (10) days after receipt of Seller's notice provided in Section 9(b), to terminate this Agreement, and thereupon the parties shall be released and discharged from any further obligations to each other, this Agreement shall become null and void and the Deposit shall be promptly refunded to Purchaser. If Purchaser does not elect so to terminate this Agreement, the Closing shall be held and Purchaser shall be entitled to all of Seller's share of any condemnation award. In no event shall Seller have any responsibility for the restoration and repair of any portion of the Property condemned.

(b) Notice of Condemnation. Within ten (10) business days of learning of same, Seller shall notify Purchaser in writing of its receipt of official notice concerning any condemnation action.

(c) Non-Material Casualty. If prior to Closing Date, the Property is damaged by fire or other casualty to the extent the cost of repairing such damage is reasonably estimated by Seller and Purchaser, each acting reasonably and in good faith, to be \$1,000,000.00 or less, then this Agreement shall continue in full force and effect and the Purchase Price shall not be reduced.

(d) Material Casualty. If prior to the Closing Date, the Property is damaged by fire or other casualty and such damage is not covered by Section 9(c), Purchaser shall have the right, upon notice in writing to Seller delivered within ten (10) days

after Seller gives Purchaser notice of such matter as described in this Section 9(d), to terminate this Agreement, whereupon this Agreement will terminate, the Deposit will promptly be refunded to Purchaser and neither party shall have any further rights or obligations pursuant to this Agreement, except for any provisions which expressly survive the termination of this Agreement. If Purchaser does not timely elect, or is not entitled, to terminate this Agreement as set forth above, the Purchase Price shall not be reduced, but Purchaser shall be entitled to an assignment of all of the proceeds payable to Seller with respect to fire or other casualty insurance (other than those proceeds expended by or on behalf of Seller prior to the Closing Date to restore the Property) and Seller shall have no obligation to repair or restore the Real Property.

10. Default; Liquidated Damages; Specific Performance. Purchaser and Seller acknowledge that it would be extremely impracticable and difficult to ascertain the actual damages that would be suffered by Seller if Purchaser fails to consummate the purchase and sale contemplated herein for any reason other than (a) Seller's failure, refusal or inability to perform any of Seller's covenants and agreements hereunder, (b) Purchaser's termination of this Agreement as permitted under this Agreement or (c) the failure of the conditions to Purchaser's obligation to close hereunder. Purchaser and Seller have considered carefully the loss to Seller occasioned by taking the Property off the market as a consequence of the negotiation and execution of this Agreement; the personal expenses of Seller incurred in connection with the preparation of this Agreement and Seller's performance hereunder; and the other damages, general and special, that Purchaser and Seller realize and recognize Seller will sustain, but which Seller cannot at this time calculate with absolute certainty. Based on all those considerations, Purchaser and Seller have agreed that the damage to Seller would reasonably be estimated to be an amount equal to the Deposit.

IF (A) SELLER IS NOT IN MATERIAL BREACH OF THIS AGREEMENT, (B) PURCHASER HAS NOT TERMINATED THIS AGREEMENT AS PERMITTED HEREUNDER AND (C) SELLER HAS TERMINATED THIS AGREEMENT AS PERMITTED UNDER (I) SECTION 5(h)(xi) OR (II) SECTION 5(h)(xii) TO THE EXTENT A CLOSING CONDITION SET FORTH IN SECTION 5(c)(iii) IS NOT SATISFIED, THEN SELLER SHALL BE ENTITLED TO THE DEPOSIT, THE DEPOSIT SHALL BE DEEMED FULL AND COMPLETE LIQUIDATED DAMAGES AND NO PARTY TO THIS AGREEMENT SHALL HAVE ANY FURTHER LIABILITY TO ANY OTHER PARTY TO THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED NULL, VOID AND OF NO FURTHER FORCE AND EFFECT.

NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO ANY OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES CLAIMS BY SUCH PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

IF (A) PURCHASER IS NOT IN MATERIAL BREACH OF THIS AGREEMENT, (B) SELLER HAS NOT TERMINATED THIS AGREEMENT AS PERMITTED HEREUNDER AND (C) PURCHASER HAS TERMINATED THIS AGREEMENT AS PERMITTED UNDER (I) SECTION 5(h)(ix) OR (II) SECTION 5(h)(x) TO THE EXTENT A CLOSING CONDITION SET FORTH IN SECTION 5(c)(ii) IS NOT SATISFIED, THEN SELLER ACKNOWLEDGES THAT IRREPARABLE DAMAGE TO PURCHASER COULD OCCUR, NO ADEQUATE REMEDY AT LAW WOULD EXIST AND DAMAGES COULD BE DIFFICULT TO DETERMINE, AND THAT PURCHASER SHALL BE ENTITLED TO EITHER (A) ELECT TO HAVE THE DEPOSIT RETURNED TO PURCHASER AND, IN SUCH CASE, NO PARTY TO THIS AGREEMENT SHALL HAVE ANY FURTHER LIABILITY TO ANY OTHER PARTY TO THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED NULL, VOID AND OF NO FURTHER FORCE AND EFFECT, OR (B) SEEK SPECIFIC PERFORMANCE OF THE TERMS HEREOF AND IMMEDIATE INJUNCTIVE RELIEF TO COMPEL PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER, PROVIDED, HOWEVER, THAT PURCHASER MAY ONLY PURSUE SUCH SPECIFIC PERFORMANCE AFTER THE TRANSACTION HAS BEEN APPROVED BY THE BANKRUPTCY COURT IN ACCORDANCE WITH SECTION 6 HEREIN.

11. Brokerage Charges. Seller and Purchaser respectively represent, each to the other, that no real estate broker has been dealt with in regard to the Transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against any and all claims for brokerage commissions arising from any broker utilized by such party and all related expenses including, without limitation, reasonable attorneys' fees and expenses.

12. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served if (a) transmitted by facsimile, (with copy by email) or (b) sent by overnight courier service to the parties at the following addresses:

Seller: John Rooney
Capstone Advisory Group, LLC
Park 80 West
250 Pehle Avenue, Suite 105
Saddle Brook, NJ 07663
Facsimile: (201) 587-7102
Email: jrooney@capstoneag.com

With a copy to:
William Herzberger, Esq.
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114-1190
Facsimile: (216) 579-0212
Email: whertzberger@jonesday.com

Jeffrey B. Ellman, Esq.
Jones Day
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-3053
Facsimile: (404) 581-8330
Email: jbellman@jonesday.com

Purchaser: Maynards Industries (1991) Inc.
Attn: Taso Sofikitis, President
21700 Northwestern Highway, Suite 1180
Southfield, Michigan 48075
Email: taso@maynards.com

With a copy to:

John W. Crowe, Esq.
Williams, Williams, Rattner & Plunkett P.C.
380 North Old Woodward, Suite 300
Birmingham, Michigan 48009
Facsimile: (248) 642-0856
Email: jwc@wwrplaw.com

All notices shall be deemed received (a) if transmitted by facsimile (with copy by email), on the business day when transmitted or if not transmitted prior to 5:00 p.m., prevailing Eastern Time, on the next succeeding business day; and (b) if sent by courier, one business day after it is sent. Either party may change its address for the purposes of this Section 12 by giving ten (10) days prior written notice of such change to the other party in the manner provided in this Section 12.

13. Purchaser's Representations. As a material inducement to Seller to execute and perform its obligations under this Agreement, Purchaser represents and warrants to Seller as follows as of the Agreement Date and as of the Closing:

(a) Organization and Good Standing. Maynards is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has full entity power and authority to conduct its business as it is presently being conducted and to own, operate and lease its properties and assets.

(b) Authorization. Purchaser has the requisite power and authority to execute this Agreement and the other agreements, instruments and certificates to be executed and delivered by it in connection with the Transaction contemplated by this Agreement, to perform its obligations under such agreements, and to consummate the

Transaction contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the Transaction contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and, assuming the execution and delivery by Seller and the entry of the Sale Order, constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceedings therefor may be brought.

(c) Financing. Purchaser has and will have on the Closing Date sufficient cash and cash equivalents and/or existing credit facilities with sufficient borrowing capacity thereunder (and has provided Seller with satisfactory evidence thereof) to purchase the Property and to consummate the Transaction contemplated by this Agreement.

14. Seller's Representations. As a material inducement to Purchaser to execute and perform its obligations under this Agreement, Seller represents and warrants to Purchaser, as of the Agreement Date and as of the Closing, as follows:

(a) Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Subject to the limitations imposed on Seller as a result of having filed a petition for relief under the Bankruptcy Code, or pursuant to any order entered by the Bankruptcy Court, Seller has full entity power and authority to conduct the Business as it is presently being conducted and to own, operate and lease its properties and assets.

(b) Authorization. Subject to the entry of the Sale Order and, with respect to Seller's obligations under Section 6, the entry of the Bidding Procedures Order, Seller has the requisite power and authority to execute this Agreement and the other agreements, instruments and certificates to be executed and delivered by it in connection with the Transaction contemplated by this Agreement, to perform its obligations under such agreements, and to consummate the Transaction contemplated hereby and thereby. Subject to the entry of the Sale Order, the execution and delivery by Seller of this Agreement and the consummation by Seller of the Transaction contemplated hereby and thereby have been duly authorized by all necessary corporate and other organizational action on the part of Seller. This Agreement has been duly executed and delivered by Seller and, assuming the execution and delivery by Purchaser and the entry of the Sale Order, and, with respect to Seller's obligations relating to the payment of the Break-up Fee under Section 7, the entry of the Bidding Procedures Order, constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

15. Survival.

(a) Survival of Representations and Warranties.

(i) The representations and warranties of Seller in this Agreement shall not survive the Closing.

(ii) Except for the environmental indemnity set forth in Section 8 herein (“Environmental Indemnity”), the representations and warranties of Purchaser in this Agreement shall not survive the Closing. The Environmental Indemnity shall survive the Closing until the later of (A) a date which is ten years after the Closing Date, or (B) the date on which the Bankruptcy Court enters an order closing the Bankruptcy Proceeding.

(iii) The parties hereby agree that the limitations set forth above in this Section 15(a) on the survival of the representations and warranties of the parties shall not apply to a representation or warranty in the event that a party has committed fraud or made an intentional misrepresentation with respect to such representation or warranty.

16. Miscellaneous.

(a) Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that, without the prior consent of the Seller, Purchaser shall have the right to assign this Agreement to any of its Affiliates, *provided, however*, that in any such event, Purchaser shall execute a guarantee in favor of, and in form and substance acceptable to, Seller guaranteeing the obligations under this Agreement that survive Closing, including any indemnities of Purchaser contained herein on a going forward basis. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(b) Entire Agreement. The parties expressly acknowledge that this Agreement contains the entire agreement of the parties hereto with respect to the purchase and sale of the Property and supersedes any prior arrangements or understandings between the parties with respect thereto. No other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid.

(c) Amendments. This Agreement may only be amended by a written document signed by each of the parties hereto, which document shall make specific reference to this Agreement.

(d) Further Documents. Each party will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including escrow instructions, as may be necessary in order to carry out the terms and conditions of this Agreement and to complete the sale, conveyance and transfer herein contemplated and shall do any and all other acts as many be reasonably requested in order to carry out the intent and purpose of this Agreement.

(e) Severability. Should any part, term or provision of this Agreement or any document required herein to be executed or delivered at the Closing be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby, provided that the

purposes and intent of this Agreement may still be achieved.

(f) Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of this Agreement and each and every provision hereof.

(g) Applicable Law. The laws of the State of Ohio, without regard to principles of conflicts of laws, will govern this Agreement and its subject matter, construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement, its subject matter or any of the Transaction contemplated by this Agreement, except in such matters as are governed by the Bankruptcy Code. Without limiting any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder or the Transaction contemplated hereby; and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the exclusive jurisdiction and venue of the Bankruptcy Court with respect to such matters. The parties agree that any process, summons, notice or document sent by U.S. registered or certified mail addressed to a party, with a copy to the notice parties in Section 12, shall be effective service of process for any action, suit or proceeding brought against it in the Bankruptcy Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in the Bankruptcy Court and any claim that any such suit, action or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in the Bankruptcy Court shall be conclusive and binding upon the parties and may be enforced in any other courts to whose jurisdiction a party is or may be subject, by suit upon such judgment.

(h) Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or U.S. federal legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or U.S. federal legal holiday.

(i) Counterparts. This document may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same document.

(j) No Successor Liability. The parties intend that, except where expressly prohibited under applicable law, upon the Closing, Purchaser shall not be deemed to: (i) be the successor of Seller, (ii) have, de facto, or otherwise, merged with or into Seller, (iii) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller, or (iv) be liable for any acts or omissions of Seller in the conduct of the Business or arising under or related to the Property other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties intend that Purchaser shall not be liable for any bankruptcy claims, other claims, written notices, causes of action, proceedings, complaints, investigations or other proceedings against Seller or any of its predecessors or affiliates, and Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of

the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Property, the Excluded Liabilities or any other obligations of Seller, including, without limitation, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Business or the Property, except as expressly provided in this Agreement. The parties agree that the provisions substantially in the form of this Section 16(j) shall be reflected in the Sale Order.

[Signature pages follow]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the day and year first above written.

Seller:

OLD CARCO LLC, a Delaware limited liability company

By: _____

Date:

Purchaser:

MAYNARDS INDUSTRIES (1991) INC., a Delaware corporation

By: _____

Date:

Exhibit A

Legal Description of the Property

PARCEL NO. 1:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AND THE NORTH LINE OF LOT 2, TRACT 1-M, WHICH IS S 88° 04' 50" E, ALONG SAID COMMON LINE, 407.21 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF LOT 2, TRACT 1-M, WHICH PLACE OF BEGINNING IS THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY BRUCE ROBERT SCIOTTO; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, 100.09 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LAND OWNED BY 1955 BY RUSSELL D. CASH AND FRANCES L. CASH; THENCE N 0° 30' W, ALONG SAID CASH'S WEST LINE, 583.29 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 100.00 FEET TO SAID SCIOTTO'S NORTHEAST CORNER; THENCE S 0° 30' E, ALONG SAID SCIOTTO'S EAST LINE, 578.75 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S.G. SWIGART & SON, 1.3339 ACRES OF LAND.

PARCEL NO. 2:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AT THE NORTHWEST CORNER OF LOT 2, TRACT 1-M; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, 76.95 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY LEONARD KANNER AND RUTH M. KANNER; THENCE N 0° 30' W, ALONG SAID KANNER'S WEST LINE, 563.75 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 116.19 FEET TO THE NORTHEAST CORNER OF LAND OWNED IN 1955 BY CYRIL MITKOFF; THENCE S 1° 00' 50" N ALONG SAID MITKOFF'S EAST LINE, 559.41 FEET TO THE NORTH LINE OF LOT 3, TRACT 1-M; THENCE S 89° 16' E, ALONG THE NORTH LINE OF SAID LOT 3, 34.31 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 1.4651 ACRES OF LAND.

PARCEL NO. 3:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N AND PART OF LOT 3, TRACT 1-M IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 3, TRACT 1-M; THENCE N 89° 16' W, ALONG THE NORTH LINE OF SAID LOT 3, 34.31 FEET TO THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY MICHAEL LANGER AND RUTH LANGER; THENCE N 1° 00' 50" W, ALONG SAID LANGERS' WEST LINE, 559.41 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 29.69 FEET TO THE WEST LINE OF SAID LOT 12, TRACT 1-N AND THE NORTHEAST CORNER OF LAND OWNED IN 1955 BY ELSIE M. BILEK; THENCE S 0° 58' 55" E, ALONG THE WEST LINE OF SAID LOT 12, BEING ALSO ELSIE M. BILEK'S EAST LINE, 558.67 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12 AND IN THE NORTH LINE OF SAID LOT 3, TRACT 1-M AND SOUTH LINE OF LOT 13, TRACT 1-N OF SAID

ORIGINAL TWINSBURG TOWNSHIP; THENCE N 89° 16' W, ALONG THE NORTH LINE OF SAID LOT 3 AND THE SOUTH LINE OF SAID LOT 13, 613.65 FEET; THENCE S 0° 52' 20" E, PARALLEL WITH THE EAST LINE OF SAID LOT 3, 1608.19 FEET; THENCE S 89° 11' 30" E, 678.00 FEET TO THE EAST LINE OF SAID LOT 3; THENCE N 0° 52' 20" W, ALONG THE EAST LINE OF SAID LOT 3, 1609.08 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 25.4104 ACRES OF LAND, OF WHICH 25.0273 ACRES ARE IN LOT 3, TRACT 1-M AND 0.3831 OF AN ACRE IS IN LOT 12, TRACT 1-N.

PARCEL NO. 4:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AND NORTH LINE OF LOT 2, TRACT 1-M WHICH IS S 88° 04' 50" E, ALONG SAID COMMON LINE, 192.05 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M, WHICH PLACE OF BEGINNING IS THE SOUTHEAST CORNER OF LAND OWNED IN 1955 BY LEONARD KANNER AND RUTH M. KANNER; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, TRACT 1-N, 115.10 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY BRUCE ROBERT SCIOTTO; THENCE N 0° 30' W, ALONG SAID SCIOTTO'S WEST LINE, 574.20 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG SAID AURORA ROAD CENTER LINE, 115.00 FEET TO SAID KANNER'S NORTHEAST CORNER; THENCE S 0° 30' E, ALONG SAID KANNERS' EAST LINE, 568.97 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 1.5090 ACRES OF LAND.

PARCEL NO. 5:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AND NORTH LINE OF LOT 2, TRACT 1-M, WHICH IS S 88° 04' 50" E, ALONG SAID COMMON LINE, 507.33 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M, WHICH PLACE OF BEGINNING IS THE SOUTHEAST CORNER OF LAND OWNED IN 1955 BY JOHN A. RADE; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, 100.09 FEET TO THE SOUTHWEST CORNER OF LAND IN SAID LOT 12 OWNED IN 1955 BY MAMIE C. KARABEC; THENCE N 0° 30' W, ALONG SAID KARABEC'S WEST LINE, 587.84 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 100.00 FEET TO SAID RADE'S NORTHEAST CORNER; THENCE S 0° 30' E, ALONG SAID RADE'S EAST LINE, 583.29 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 1.3443 ACRES OF LAND.

PARCEL NO. 6:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING PARTS OF LOT 12, TRACT 1-N AND LOT 2, TRACT 1-M IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M; THENCE S 0° 52' 20" E, ALONG THE WEST LINE OF SAID LOT, 2912.84 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF LAND CONVEYED BY ALEXANDER AND ISABEL DAY TO MARY M. LEONARD AND MARGARET L. EVANS BY DEED DATED OCTOBER 9, 1925, AND RECORDED IN VOLUME 1037, PAGE 23 OF THE SUMMIT COUNTY, OHIO, RECORDS; THENCE N 89° 08' 10" E, ALONG THE NORTH LINE OF SAID LAND CONVEYED TO MARY M. LEONARD AND MARGARET L. EVANS, 1203.34 FEET TO THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY JOHN E. MILLEN; THENCE N 0° 54' 40" W, ALONG SAID MILLEN'S WEST LINE, 2854.42 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N 5° 23' 40" W, CONTINUING

ALONG SAID MILLEN'S WEST LINE, 616.96 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 542.24 FEET TO THE NORTHEAST CORNER OF LAND OWNED IN 1955 BY RUSSELL D. CASH AND FRANCES L. CASH; THENCE S 0° 30' E, ALONG SAID CASH'S EAST LINE, 587.84 FEET TO AN IRON PIPE IN THE NORTH LINE OF SAID LOT 2; THENCE N 88° 04' 50" W, ALONG THE NORTH LINE OF SAID LOT 2, 607.42 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 87.4357 ACRES OF LAND, OF WHICH 79.5947 ACRES ARE IN LOT 2, TRACT 1-M, AND 7.8410 ACRES ARE IN LOT 12, TRACT 1-N.

PARCEL NO. 7:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AND NORTH LINE OF LOT 2, TRACT 1-M, WHICH IS S 88° 04' 50" E, ALONG SAID COMMON LINE, 307.15 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M, WHICH PLACE OF BEGINNING IS THE SOUTHEAST CORNER OF LAND OWNED IN 1955 BY STANLEY M. SRODEK AND HELEN M. SRODEK; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, TRACT 1-N, 100.09 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY JOHN A. RADE; THENCE N 0° 30' W, ALONG SAID RADE'S WEST LINE, 578.75 FEET TO THE CENTER LINE OF AURORA ROAD, (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 100.00 FEET TO SAID SRODEK'S NORTHEAST CORNER; THENCE S 0° 30' E, ALONG SAID SRODEK'S EAST LINE, 574.20 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 1.3234 ACRES OF LAND.

PARCEL NO. 8:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N AND PART OF LOT 2, TRACT 1-M IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 2, TRACT 1-M, WHICH IS S 88° 04' 50" E, ALONG SAID LINE, 1202.82 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M, WHICH POINT IS IN THE EAST LINE OF LAND OWNED IN 1955 BY MAMIE C. KARABEC; THENCE N 5° 23' 40" W, ALONG SAID KARABEC'S EAST LINE, 616.96 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE N 89° 19' E, ALONG THE CENTER LINE OF SAID AURORA ROAD, 783.74 FEET TO THE NORTHEAST CORNER OF LAND OWNED IN 1955 BY MARIE KARABEC; THENCE S 0° 03' 10" W, ALONG SAID MARIE KARABEC'S WEST LINE, PARALLEL WITH THE EAST LINE OF SAID LOT 12, TRACT 1-N, 647.89 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N, WHICH POINT IS N 88° 04' 50" W, ALONG SAID LINE, 379.50 FEET FROM A STONE AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE S 0° 47' 12" E, CONTINUING ALONG SAID MARIE KARABEC'S WEST LINE, 2819.19 FEET TO A POINT IN THE NORTH LINE OF LAND CONVEYED BY ALEXANDER AND ISABEL DAY TO MARY M. LEONARD AND MARGARET L. EVANS BY DEED DATED OCTOBER 9, 1925, AND RECORDED IN VOLUME 1037, PAGE 23 OF THE SUMMIT COUNTY, OHIO, RECORDS; THENCE S 89° 08' 10" W, ALONG THE NORTH LINE OF SAID LAND CONVEYED TO MARY M. LEONARD AND MARGARET L. EVANS, 718.50 FEET TO SAID MAMIE C. KARABEC'S SOUTHEAST CORNER; THENCE N 0° 54' 40" W, ALONG SAID MAMIE C. KARABEC'S EAST LINE, 2854.42 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 57.9159 ACRES OF LAND OF WHICH 10.9241 ACRES ARE IN LOT 12, TRACT 1-N AND 46.9918 ACRES ARE IN LOT 2, TRACT 1-M.

PARCEL NO. 9:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N AND PART OF LOT 2, TRACT 1-M IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 2, TRACT 1-M WHICH IS S 88° 04' 50" E, ALONG SAID LINE 1928.32 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M AND N 88° 04' 50" W, ALONG SAID LINE, 379.50 FEET FROM A STONE AT THE NORTHEAST CORNER OF SAID LOT 2, TRACT 1-M, WHICH POINT IS IN THE EAST LINE OF LAND OWNED IN 1955 BY JOHN E. MILLEN; THENCE S 0° 47' 12" E, ALONG SAID MILLEN'S EAST LINE, 2819.19 FEET TO A POINT IN THE NORTH LINE OF THE LAND CONVEYED BY ALEXANDER AND ISABEL DAY TO MARY M. LEONARD AND MARGARET L. EVANS BY DEED DATED OCTOBER 9, 1925, AND RECORDED IN VOLUME 1037, PAGE 23 OF THE SUMMIT COUNTY, OHIO, RECORDS; THENCE N 89° 08' 10" E, ALONG THE NORTH LINE OF SAID LAND CONVEYED TO MARY M. LEONARD AND MARGARET L. EVANS, 379.91 FEET TO THE EAST LINE OF SAID LOT 2; THENCE N 0° 47' 30" W, ALONG THE EAST LINE OF SAID LOT 2, 2800.76 FEET TO A STONE AT THE NORTHEAST CORNER OF SAID LOT 2, TRACT 1-M AND THE SOUTHEAST CORNER OF LOT 12, TRACT 1-N; THENCE N 88° 04' 50" W, ALONG THE NORTH LINE OF SAID LOT 2, TRACT 1-M, 65.00 FEET TO AN IRON PIPE; THENCE N 0° 03' 10" E, PARALLEL WITH THE EAST LINE OF SAID LOT 12, TRACT 1-N, 662.17 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 314.36 FEET TO SAID MILLEN'S NORTHEAST CORNER; THENCE S 0° 03' 10" W, ALONG SAID MILLEN'S EAST LINE, 647.89 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 29.1880 ACRES OF LAND OF WHICH 4.7268 ACRES ARE IN LOT 12, TRACT 1-N AND 24.4612 ACRES ARE IN LOT 2, TRACT 1-M.

PARCEL NO. 10:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT 12, TRACT 1-N IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE SOUTH LINE OF SAID LOT 12, TRACT 1-N AND NORTH LINE OF LOT 2, TRACT 1-M, WHICH IS S 88° 04' 50" E, ALONG SAID COMMON LINE, 76.95 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 2, TRACT 1-M, WHICH PLACE OF BEGINNING IS THE SOUTHEAST CORNER OF LAND OWNED IN 1955 BY MICHAEL LANGER AND RUTH LANGER; THENCE S 88° 04' 50" E, ALONG THE SOUTH LINE OF SAID LOT 12, 115.10 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LAND OWNED IN 1955 BY STANLEY M. SRODEK AND HELEN M. SRODEK; THENCE N 0° 30' W, ALONG SAID SRODEK'S WEST LINE, 568.97 FEET TO THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82); THENCE S 89° 19' W, ALONG THE CENTER LINE OF SAID AURORA ROAD, 115.00 FEET TO SAID LANGERS' NORTHEAST CORNER; THENCE S 0° 30' E, ALONG SAID LANGERS' EAST LINE, 563.75 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN DECEMBER 1955 BY S. G. SWIGART & SON, 1.4952 ACRES OF LAND.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING PART OF LOT 2, TRACT 1-M IN ORIGINAL TWINSBURG TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 2, WHICH POINT IS NORTH 0° 47' 30" WEST, ALONG SAID LINE, 319.17 FEET FROM A MARKED STONE AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 0° 47' 30" WEST, ALONG THE EAST LINE OF SAID LOT 2, 241.83 FEET; THENCE SOUTH 89° 19' WEST PARALLEL WITH AND 3224.00 FEET DISTANT FROM THE CENTER LINE OF AURORA ROAD (STATE ROUTE 82), 2301.50 FEET TO A POINT IN THE WEST LINE OF LOT 2, TRACT 1-M; THENCE SOUTH 0° 52' 20" EAST, ALONG THE WEST LINE OF SAID LOT, 249.08 FEET; THENCE NORTH 89° 08' 10" EAST, 2301.15 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.9677 ACRES OF LAND, MORE OR LESS, THERE BEING, AS SURVEYED IN MAY, 1956, BY S. G. SWIGART AND SON, 12.6375 ACRES OF LAND, EXCLUSIVE OF ACREAGE LYING WITHIN CHAMBERLIN ROAD.

THIS CONVEYANCE IS EXPRESSLY SUBJECT TO THE RIGHTS OF THE PUBLIC TO THAT PORTION OF THE PROPERTY LYING WITHIN THE BOUNDARIES OF CHAMBERLIN ROAD (C.H. 128) AS MORE FULLY SET FORTH IN THAT CERTAIN DEDICATION PLAT TO THE COMMISSIONERS OF SUMMIT COUNTY, OHIO, RECORDED MARCH 26, 1956, IN VOLUME 47, PAGE 40 OF SUMMIT COUNTY, OHIO, RECORDS.

Exhibit B

Chrysler Equipment

1. All dies and tools located on the Property as referred to in Section 2.06(f) of the Company Disclosure Letter (“Disclosure Letter”) as defined in Master Transaction Agreement among Fiat S.p.A., New Carco Acquisition LLC, Chrysler LLC and other sellers identified therein, dated April 30, 2009, as modified by that certain letter agreement dated as of January 28, 2010 (the “MTA”), described as PP&E (as defined in the MTA).
2. The following equipment located on the Property as referred to in Section 2.06(f) of the Disclosure Letter:
 - DR/DS - Box Side Inner,
 - PM/MK - Xmember Front Floor & Rear Closure,
 - RTRM - Sliding door RH, Sliding Door LH, BSA Inner Rear, Reinf Liftgate Opng, Cowl Plenum Upper Front Door,
 - CS - Old Pacifica Tools,
 - HB - Front Door, Rear Door, Hood, Liftgate, Cowl, Cowlbar, B Pillar, Dash, Rear Closure
3. All Purchased Inventory, as defined in Section 2.06(i) of the MTA.
4. Rights of Chrysler under the Scrap Management Agreement to Tangible Assets and Intangible Assets (as such terms are defined in the Third Amendment to Scrap Management Agreement, dated as of January 1, 2004) owned by OmniSource and used in the Scrap Processing Facilities (as such term is defined in the Third Amendment to Scrap Management Agreement, dated as of January 1, 2004).

Exhibit C
Bidding Procedures Order

[see attached]

Exhibit D

Sale Order

[see attached]

Exhibit E

Scheduled Assets

1. Presses.

All presses, press lines and cut to length lines located at the Real Property, along with all associated equipment and feed lines (including, without limitation, all robots, destackers, washers, reilers, bolsters, side shifters, turnovers, conveyors, uncoilers, die retrievers, shear carts, riser plates and spare parts associated with and/or used in connection with such presses and press lines), including, without limitation, the following:

Line/No.	Description	Comments
1	Tandem Line (5 Schuler Presses)	10 Moving Bolsters, Double Robot Destacker Washer Reoiler
2	Verson Progressive Press	2 Moving Bolsters, Die Retriever
3	Verson Transfer Press	2 Moving Bolsters, BT-Tri-Axis Single Destacker
4	Verson Progressive Press	2 Moving Bolsters
5	Verson Transfer Press	4 Moving Bolsters, Tri Axis or X-Bar Double Destacker Washer/Reoiler
7	Verson Transfer Press	4 Moving Bolsters, Tri Axis or X-Bar Double Destacker Washer/Reoiler
9	Tandem Line (5 Schuler Presses)	10 Moving Bolsters, 2 Side Shifters, 2 Turn Overs, Double Robot Destacker Washer Reoiler
11	Tandem Line (5 Schuler Presses)	10 Moving Bolsters, 2 Side Shifters, 2 Turn Overs, Double Robot Destacker Washer Reoiler
13	Verson Transfer Press	4 Moving Bolsters, Tri Axis or X-Bar Double Destacker Reoiler
15	Schuler Transfer Press	10 Moving Bolsters, Cross Bar Double Destacker Washer/Reoiler
17	Schuler Transfer Press	10 Moving Bolsters, Cross Bar Double Destacker Washer/Reoiler
21	Verson Transfer Press	4 Moving Bolsters, Tri Axis Double Destacker Reoiler
23	Verson Transfer Press	2 Moving Bolsters, Tri Axis Single Destacker
24	Muller/Weingarten Transfer Press	2 Moving Bolsters, Tri Axis Single Destacker
27	Schuler Transfer Press	10 Moving Bolsters, Cross Bar Double Destacker Washer/Reoiler, Atlas Riser Plates
A	Schuler Blanker Press	Blank Stackers, Die Retriever
B	Schuler Blanker Cut to Length Line	Cut to Length Line, Shear Head, Blank Stackers, Shear Cart
C	Schuler Blanker Press	Blank Stackers, Single Stack Turn Over, Die Retriever
SP 1	Schuler 2500 Ton Tryout Press	2 Moving Bolsters
SP 2	Schuler 1500 Ton Tryout Press	2 Moving Bolsters
SP 3	Schuler 1000 Ton Tryout Press	2 Moving Bolsters
SP 4	Schuler 1000 Ton Tryout Press	2 Moving Bolsters
SP 5	Schuler 500 Ton Tryout Press	2 Moving Bolsters
SP 6	Schuler 500 Ton Tryout Press	2 Moving Bolsters
SP 7	Schuler 500 Ton Tryout Press	1 Moving Bolster
SP 8	Schuler 500 Ton Tryout Press	1 Moving Bolster

2. Machine Tools.

All dieshop and machine shop equipment and associated spare parts located at the Real Property, including, without limitation, the following:

Name	Description	Location – Bay and Col #
Blanchard	Vertical Grinder	Bay 1 Col A5
Boyar-Schultz	Profile Grinder	Bay 1 Col K5
Cincinnati Bickford	24" Drill Press	Bay 1 Col D33
Carlton	Radial Arm Drill	Bay 1 Col C7
Carlton	Radial Arm Drill	Bay 1 Col D7
Carlton	Radial Arm Drill	Bay 1 Col D7
Profile Grinder	Kindt-Collins Model	Bay 1 Col C7
Marvel Bandsaw	Series 8 Mark II	Bay 1 Col D5
Marvel Bandsaw	Series 8 Mark II	Bay 1 Col D5
Everett	Vertical Abrasive Cut Off Saw	Bay 1 Col I5
Trinco	Sand Blaster	Bay 1 Col D5
Ingersol MasterHead	CNC Planer Type Vertical Machining Center	Bay 1 Col G7
Ingersol-Bohle	CNC Planer Type Vertical Machining Center	Bay 1 Col J7
Ingersol	Horizontal Boring Mill	Bay 1 Col K7
Ingersol	Rail Milling Machine #19370	Bay 1 Col K7
Droop-Rein	CNC Planer Type Vertical Machining Center	Bay 1 Col L7
Grob Fab 18	Die Filer	Bay 1 Col F5
Carlton	Horizontal Boring Mill w/ 8' Rotary Table	Bay 1 Col B7
Burn Table	Weld Burn Table	Bay 1 Col B5
Master	Profile Grinder	Bay 2 Col C7
Carlton	Radial Arm Drill	Bay 1 Col E7
Carlton	Radial Arm Drill	Bay 2 Col D9
Carlton	Radial Arm Drill	Bay 2 Col M7
Carlton	Radial Arm Drill	Bay 1 Col E5
Kaukauna	4' Portable Drill	Basement
Face Grinder	Knee Type	Bay 2 Col C7
Face Grinder	Knee Type	Bay 2 Col L7
Face Grinder	Knee Type	Bay 1 Col E5
Face Grinder	Knee Type	Bay 1 Col L5
Clearman	Vertical Drill Press	Bay 1 Col D5
Clearman	Vertical Drill Press	Bay 1 Col H5
Clearman	Vertical Drill Press	Bay 1 Col J5
Clearman	Vertical Drill Press	Bay 1 Col K5
Clearman	Vertical Drill Press	Bay 2 Col B7
Pedestal Grinder	Tool Roughing Grinder	Bay 1 Col B5
Pedestal Grinder	Tool Roughing Grinder	Bay 1 Col H5
Pedestal Grinder	Tool Roughing Grinder	Bay 1 Col K5
Pedestal Grinder	Tool Roughing Grinder	Bay 2 Col C7
Sodick	Wire EDM	Bay 2 Col A7
Ingersoll	EDM	Bay 2 Col A7
Ingersoll	EDM	Bay 2 Col A7
DoAll	Band Saw #1	Bay 2 Col M7
Dake Johnson	Band Saw #2	Bay 2 Col M7
Dake Johnson	Band Saw #3	Bay 2 Col M7

Asset #	Manufacturer	Machine Type	Model	Specifications
51000533	Leblond	Gap Lathe		16"
51000538	Sidney	Engine Lathe		
51000531	American Pacemaker	Engine Lathe		
000275492	American Pacemaker	Engine Lathe		
51000534	American Pacemaker	Engine Lathe		
51000564	Hammond	Double End Pedestal Grinder		
000285742	Marvel	Vertical Band Saw	Series 8 Mark II	
	Kalamazoo	Belt Sander		
AAA107483	Davis	Keyseater		
13713006	Cincinnati	Shaper		24"
51000524	Cincinnati	Shaper		24"
	Cincinnati	CNC Lathe	TC-250 Hawk	
AAA064606	Cincinnati Milicron	CNC Lathe	Falcon 400	
	Cincinnati	CNC Vertical Machining Center	2000 Lancer	
	Lucas	Horizontal Boring Mill		4"
	Cincinnati Milicron	CNC Vertical Machining Center	Sabre 1500	
	Cincinnati Milicron	CNC Vertical Machining Center	Sabre 750	
	Mattison	Surface Grinder		24" x 48"
	Gallmeyer & Livingston	Surface Grinder		18" x 48"
	Cincinnati	Vertical Milling Machine	No. 4	
	Milwaukie	Vertical Milling Machine	Model K	
	Bridgeport	Vertical Milling Machine w/ Read-out	Series II	
	Bridgeport	Vertical Milling Machine w/ Read-out	EZTrack	
	Cincinnati	Vertical Mill	Cinel 202-12	
	K&T Milwaukie	Vertical Mill	No. 2	
	Landis	Cylindrical Grinder		14" - 6'
	Brown & Sharpe	Universal Grinder		
	Brown & Sharpe	Surface Grinder	824 Micromaster	8" x 24"
	Brown & Sharpe	Surface Grinder	1030 Micromaster	10" x 30"
	Brown & Sharpe	Surface Grinder		8" x 24"
90013292	Sellers	Drill Point Sharpener		
000276562	Cincinnati Milicron	Tool & Cutter Grinder	No. 2	
51000595	Cincinnati Milicron	Tool & Cutter Grinder	No. 2	
51000597	Ingersoll	Tool Grinder		
51016949	Ingersoll	Tool Grinder		
24000191	Cincinnati	Tool & Cutter Grinder		
10020324	Gallmeyer & Livingston	Surface Grinder	No. 25	6" x 18"
51000905	Hammond	Double End Pedestal Grinder		
51012495	Cincinnati	Tool & Cutter Grinder		
51000328	Pratt & Whitney	Tool & Cutter Grinder		
000285832	K.O. Lee	Tool & Cutter Grinder		
	Ex-cello	Double End Pedestal Grinder		
000285944	Baldor	Tool & Cutter Grinder		
	Enerpac	Arbor Press		200 Ton
	Miller	Welder	60 Series CP 300	
	Miller	Welder	Syncro Wave 250	

Asset #	Manufacturer	Machine Type	Model	Specifications
	Lincoln	Welder	Idealarc R3R 400	
	South Bend	Bench Lathe		10" x 36"
51000583	Grob	Vertical Band Saw		
	Trinco	Glass Bead Blaster		
	Carlton	Radial Arm Drill		6' x 19"
	American Pacemaker	Engine Lathe		14" x 30"
000277309	Gorton	Horizontal Milling Machine		
51010304	Baldor	Double End Pedestal Grinder		
51000558	DoAll	Vertical Band Saw	Location S9	26"
	Baldor	Vertical Sander		
	Marvel	Vertical Band Saw	Series 8 Mark II	
	K.O. Lee	Horizontal Surface Grinder		6" x 18"
	K.O. Lee	Horizontal Surface Grinder		6" x 18"
	Marvel	Vertical Band Saw	Series 8 Mark II	
	Cincinnati Bickford	Drill Press	Location S7	24"
51000539	Cleerman	Drill Press	Location S8	
AAA185171	Bridgeport	Vertical Mill w/ Read-out		
000258755	Bridgeport	Vertical Mill w/ Read-out		
000258754	South Bend	Vertical Milling Machine w/ Read-out	Chipmaster II	
AAA082452	Bridgeport	CNC Vertical Machining Center	VMC 3020	
000277310	Rock	Arbor Press		
	Hammond	Double End Pedestal Grinder		
	Kalamazoo	Vertical Belt Sander		
	Cincinnati Bickford	Drill Press		24"
000285808	Dake Johnson	Vertical Band Saw	VH-40	
24002933	DoAll	Vertical Band Saw		

3. Facility Equipment and Systems.

All facilities equipment and systems and associated spare parts located at the Real Property (including, without limitation, all bridge cranes, all rail car pullers, all scrap conveyor systems, all pressroom process water equipment (including, without limitation, chillers), all air compressors, all powerhouse systems (including, without limitation, pumps, boilers and package boilers), and all CMM measuring equipment) including, without limitation, the following:

Equipment Type	Manufacturer	No.	Plant Location	Description	Comment
Bridge Crane	Whiting		Bay 1 East	50/10 T	Remote Controller
Bridge Crane	Whiting		Bay 1 West	30/10 T	
Bridge Crane	Whiting		Bay 2 East	75/30 T	Remote
Bridge Crane	Whiting		Bay 2 West	60/30 T	Remote
Bridge Crane	P&H		1 Line	75/20 T	Remote
Bridge Crane	Whiting		3 Line East	50/20 T	Remote
Bridge Crane	Whiting		3 Line West	30/10 T	
Bridge Crane	Whiting		5 Line East	75/30 T	Remote

Equipment Type	Manufacturer	No.	Plant Location	Description	Comment
Bridge Crane	Whiting		5 Line West	30/10 T	Non-operational
Bridge Crane	Whiting		7 Line	75/30 T	Remote
Bridge Crane	Whiting		9 Line East	75/30 T	Remote
Bridge Crane	Whiting		9 Line West	30/10 T	
Bridge Crane	P&H		11 Line East	75/20 T	Remote
Bridge Crane	Whiting		11 Line West	50/10 T	
Bridge Crane	Whiting		13 Line East	50/20 T	Remote
Bridge Crane	Whiting		13 Line West	30/10 T	
Bridge Crane	Whiting		15 Line	75/30 T	Remote
Bridge Crane	P&H		17 Line East	75/20 T	Remote
Bridge Crane	Whiting		17 Line West	60/30 T	Remote
Bridge Crane	Whiting		19 Line East	75/30 T	Remote
Bridge Crane	Whiting		19 Line West	60/30 T	Remote
Bridge Crane	Whiting		21 Line	50/10 T	Remote
Bridge Crane	Whiting		23 Line east	30/10 T	
Bridge Crane	Whiting		23 Line West (24 Line)	50/10 T	Remote
Bridge Crane	Whiting		25 Line East	50/10 T	
Bridge Crane	Whiting		25 Line West	50/10 T	Remote Non-operational
Bridge Crane	P&H		27 Line	75/20 T	Remote
Bridge Crane	Whiting		North Steel Bay (STL-1)	75/30 T	Remote
Bridge Crane	Whiting		Middle Steel Bay (STL-2)	40 T	Remote
Bridge Crane	Whiting		South Steel Bay (STL-3)	75/30 T	Remote
Bridge Crane	Nortern		Maint Shop	50 T	
Baler House Equipment				Rail Car Puller	Drive/Cable
Scrap Conveyor System	Mayfran		Main	54' Wide Steel Belt	
Scrap Conveyor System	Mayfran		Baler crossover	48' Wide Steel Belt	
Scrap Conveyor System	Mayfran		North Blanker	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		South Blanker	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		Blanker Crossover	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		01 Feeder	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		03 North Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		03 South Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		05 Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		07 Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		09 Feeder	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		11 Feeder	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		13 North Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		13 South Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		15 Feeder	48" Wide Steel Belt	

Equipment Type	Manufacturer	No.	Plant Location	Description	Comment
Scrap Conveyor System	Mayfran		17 Feeder	48" Wide Steel Belt	
Scrap Conveyor System	Mayfran		21 North Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		21 South Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		23 North Feeder	24" Wide Steel Belt	Feeds 24 line
Scrap Conveyor System	Mayfran		23 South Feeder	24" Wide Steel Belt	
Scrap Conveyor System	Mayfran		24 Feeder	48" Wide Steel Belt	Disassembled in Basement
Scrap Conveyor System	Mayfran		27 Feeder	48" Wide Steel Belt	
Basement Circulation Pump		1			
Basement Circulation Pump		2			
Basement Circulation Pump		3			
Basement Circulation Pump		4			
Basement Circulation Pump		5			
Basement Circulation Pump		6			
Roof Top Chiller	Trane	A	South		
Roof Top Chiller	Trane	B	South		
Roof Top Chiller	Trane	A	North		
Roof Top Chiller	Trane	B	North		
Basement High Pressure Compressors	Quincey		Bay 2	Screw Compressor - QSI-245, 300 PSIG	
Basement High Pressure Compressors	Hankison		Bay 2	Dryer PR200	
Basement High Pressure Compressors	Quincey		15 Line	Screw Compressor - QSI-245, 300 PSIG	
Basement High Pressure Compressors	Hankison		15 Line	Dryer PR200	
Basement High Pressure Compressors	Quincey		17 Line	Screw Compressor - QSI-245, 300 PSIG	
Basement High Pressure Compressors	Ultra		17 Line	Air Dryer UA 200WC	
Basement High Pressure Compressors	Bauer		24 Line - East	Screw Compressor - KWB10N-E3, 377 PSIG, 30.0CFM	
Basement High Pressure Compressors	Bauer		24 Line - Middle	Screw Compressor - KWB10N-E3, 377 PSIG, 30.0CFM	
Basement High Pressure Compressors	Bauer		24 Line - West	Screw Compressor - KWB10N-E3, 377 PSIG, 30.0CFM	
Basement High Pressure Compressors	Quincey		27 Line	Screw Compressor - QSI-245, 300 PSIG	
Basement High Pressure Compressors	Hankison		27 Line	Dryer HPRPA200WC	
Power House Air Compressor	Chicago	1		5000 CFM	
Power House Air Compressor	Chicago	2		5000 CFM	
Power House Air	Chicago	3		5000 CFM	

Equipment Type	Manufacturer	No.	Plant Location	Description	Comment
Compressor					
Power House Air Compressor	Chicago	4		5000 CFM	Non-operational
Power House Air Compressor	Chicago	5		7500 CFM	Non-operational
Power House Air Compressor	Ingersoll	6		8200 CFM	Non-operational
Power House Air Compressor				Compressed Air Dryer system	Non-operational
Power House Air Compressor				Compressed Cooling Water Tower	
Power House System Equipment	Abcor			Waste Water Treatment	
Power House System Equipment				Diesel Fire Pump	
Power House System Equipment				Electric Fire Pump	
Power House System Equipment				Jockey Fire Pump	
Power House System Equipment	Union Iron Works	1		Steam Boiler	Mothballed
Power House System Equipment	Union Iron Works	2		Steam Boiler	Mothballed
Power House System Equipment	Union Iron Works	3		Steam Boiler	Mothballed
Power House System Equipment	Bryan Boiler Package	4		Steam Boiler	
Power House System Equipment	Bryan Boiler Package	5		Steam Boiler	
Power House System Equipment	Bryan Boiler Package	6		Steam Boiler	
Power House System Equipment	Bryan Boiler Package	7		Steam Boiler	
Power House System Equipment				City Water Pumps (2)	
CMM Measuring Equipment	Brown & Sharp			Single Arm Horizontal Arm	
CMM Measuring Equipment	Brown & Sharp			Dual Arm Horizontal Arm	
CMM Measuring Equipment	DEA			2206 Horizontal Arm	
CMM Measuring Equipment	DEA			4308 Horizontal Arm	
CMM Room Facilities Equipment	Keaser	1	South	Air compressor	
CMM Room Facilities Equipment	Keaser		South	Air Dryer	
CMM Room Facilities Equipment	Keaser	2	North	Air Compressor	
CMM Room Facilities Equipment	Keaser		North	Air Dryer	
CMM Room Facilities Equipment	Speedaire		Shop Air	Compressor	

Equipment Type	Manufacturer	No.	Plant Location	Description	Comment
CMM Room Facilities Equipment		East Pltf	South CMM Bldg	A/C	
CMM Room Facilities Equipment		West Pltf	North CMM Bldg	A/C	
Jitney Repair Facility Equipment				SGV Computer Control System	Does not include IT Equipment to the extent leased
Jitney Repair Facility Equipment	MTC	1	North	Battery Changer	
Jitney Repair Facility Equipment	MTC	2	South	Battery Changer	
Jitney Repair Facility Equipment	Coffing Spanmaster		Battery Room	3 T Crane	
Jitney Repair Facility Equipment	Wright	56	Garage	10 T Crane	
Jitney Repair Facility Equipment	Mohawk		Garage	6 T Lift	
Jitney Repair Facility Equipment	Challenger Lifts			7.5 T SGV Lift	
Jitney Repair Facility Equipment	Sefac Lift			25 T Grease rack Lift	

4. **Miscellaneous Equipment.**

All granite surface plates, steel surface plates, grinding wheels, milling cutters, end mills, magnetic chucks, non-employee owned tool cabinets, parts cabinets, crane chains, crane cables, crane hooks, shackles, crane scales, steel workbenches, and "in plant" parts racks.

5. **Office Furniture.**

All office furniture and office equipment located at the Real Property.

Exhibit F
TSA and Amendments
[see attached]

Exhibit G

Title Affidavit

OWNER'S AFFIDAVIT

STATE OF _____ :
:SS
COUNTY OF _____ :

PROPERTY: See Exhibit A attached hereto

COMMITMENT NO: _____
(the "Commitment")

ON THIS ____ day of _____, 2010, before me personally appeared the undersigned, _____, _____ of OLD CARCO LLC (f/k/a Chrysler LLC), a Delaware limited liability company ("Owner"), who being duly sworn according to law and intending to be legally bound, deposes and says:

1. That the undersigned Authorized Person of the Owner is authorized to execute this affidavit and has the ability to execute all instruments necessary to convey the Property pursuant to the Limited Liability Company Agreement.
2. That the conveyance of the Property has been duly authorized by the Owner.
3. That, to the actual knowledge of the undersigned and except as shown in the Commitment, there are no unrecorded leases or occupancy agreements affecting the Property, or other parties in possession.
4. That there has not been any construction, repairs, alterations or improvements made, ordered or contracted to be made by the Owner on or to the Property, nor materials ordered by the Owner therefore within the last one-hundred eighty (180) days which has not been paid for; nor are there any fixtures ordered or installed by the Owner and attached to the Property which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or item.

In addition, the Owner has requested that First American Title Insurance Company (the "Title Company") issue a policy of title insurance without exception for matters arising after the effective date of the Commitment but prior to the time the proposed insured acquires record title to the Property (the "Gap Exception"). In order to permit the Title Company to so issue its policy, the Owner does hereby agree to indemnify and hold the Title Company harmless from and against all loss, cost, damage and expense of every kind arising during the Gap Exception period as a direct result of an act of the undersigned, including reasonable

Exhibit H

Deed

QUITCLAIM DEED

The Grantor, OLD CARCO LLC (f/k/a Chrysler LLC), a Delaware limited liability company, grants to the Grantee, [AFFILIATE OF MAYNARDS INDUSTRIES (1991) INC., whose tax mailing address is [21700 Northwestern Highway, Southfield, Michigan 48075], all right, title, interest, claim and demand in the real property located in the County of Summit, State of Ohio (“Premises”) and described on **Exhibit A**, which is attached hereto and incorporated herein by reference.

Prior instrument references _____.

Permanent Parcel Nos.: 600-0201-0418-00; 600-0201-0419-00; 612-0060-0306-00; 600-0060-0308-00; 612-0060-0309-00; 612-0060-0314-00; 612-0060-0459-00; 612-0070-0006-00; 612-0070-0190-00; 612-0070-0356-00; 612-0070-0375-00

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said Premises;

for the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Grantee acknowledges that this conveyance is made subject to (i) all applicable zoning ordinances and regulations; (ii) all real estate taxes and assessments and (iii) all easements, restrictions, covenants, reservations, conditions and other matters of record.

This Quitclaim Deed is being granted and filed in connection with Case No. 09-50002 (AJG) (the “Bankruptcy Proceeding”) and pursuant to an Order issued by the United States Bankruptcy

Court for the Southern District of New York (the "Bankruptcy Court") pursuant to Sections 105 and 363 of the Bankruptcy Code, approving the [Order Authorizing Debtors to Sell _____ Free and Clear of all Liens, Claims and Encumbrances and Granting Related Relief] (the "Sale Order") such that the conveyance of the Premises shall be free and clear of all Interests to the extent defined and provided for in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code.

1. BY GRANTEE'S ACCEPTANCE OF THIS DEED (EVIDENCED BY THE RECORDING HEREOF BY THE GRANTEE), GRANTEE EXPRESSLY AGREES TO ACCEPT THE PREMISES "AS IS" AND "WHERE IS" AND GRANTOR SHALL, UNDER NO CIRCUMSTANCES, BE DEEMED TO HAVE MADE, AND GRANTOR HEREBY DISCLAIMS, EXCEPT AS SET FORTH IN SECTION 14 OF THAT CERTAIN AGREEMENT OF PURCHASE AND SALE DATED FEBRUARY __, 2010 BETWEEN GRANTOR AND GRANTEE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PREMISES, ANY ENVIRONMENTAL CONDITION OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY POLLUTANT OR CONTAMINANT, INCLUDING ANY HAZARDOUS SUBSTANCE IN, ON OR UNDER THE PREMISES), AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES OR ANY PART THEREOF. GRANTEE AGREES TO RELEASE GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT (AS EACH IS DEFINED IN THE SALE ORDER), AND ANY SUBSIDIARY OR AFFILIATE OF GRANTOR, DEBTOR, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, FROM ANY AND ALL CLAIMS OF GRANTEE OR ANY SUCCESSORS OF GRANTEE AGAINST GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT AND ANY SUBSIDIARY OR AFFILIATE OF GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, ARISING ON OR AFTER THE CLOSING CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND COVENANTS NOT TO SUE GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS, THE FIRST LIEN AGENT, AND ANY SUBSIDIARY OR AFFILIATE OF GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS OR OFFICERS OR JOIN GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, AND ANY SUBSIDIARY OR AFFILIATE OF GRANTOR, THE DEBTORS, THE FIRST LIEN LENDERS OR THE FIRST LIEN AGENT, OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS, IN ANY ACTION CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE PARTIES AGREE THAT THE FOREGOING RELEASE AND COVENANT SHALL RUN WITH THE PREMISES AND BIND SUBSEQUENT GRANTEES THEREOF.

2. PARAGRAPH 1 SHALL NOT BE REQUIRED TO BE INCLUDED IN ANY DEED, CONVEYING ALL OR A PORTION OF THE PROPERTY, WHICH IS RECORDED AFTER THE LATER OF (A) [_____, 2015], OR (B) THE DATE ON WHICH THE

BANKRUPTCY COURT ENTERS AN ORDER CLOSING THE BANKRUPTCY
PROCEEDING.

[SIGNATURE PAGES FOLLOW]

Dated: _____, 2010

GRANTOR:

OLD CARCO LLC (f/k/a Chrysler LLC), a Delaware limited liability company

By: _____
Name: Ronald E. Kolka
Its: Chief Executive Officer

STATE OF _____)
)ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Ronald E. Kolka, the Chief Executive Officer of Old Carco LLC, a Delaware limited liability company, who acknowledged that as such Chief Executive Officer did sign the foregoing instrument on behalf of Old Carco LLC being duly authorized and that the same is his free act and deed individually and in such representative capacity and the free act and deed of Old Carco LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at _____, this _____ day of _____, 2010.

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

Prepared by:
Stephanie Quaranta, Esq.
Jones Day
901 Lakeside Ave.
Cleveland, Ohio 44114-1190

Exhibit I

Bill of Sale

THIS BILL OF SALE is made as of the ____ day of _____, 2010 (the "Effective Date") by the undersigned, OLD CARCO LLC, a Delaware limited liability company ("Grantor"), to and for the benefit MAYNARDS INDUSTRIES (1991) INC. a Delaware corporation ("Grantee").

WHEREAS Grantor and Grantee are parties to that certain Agreement of Purchase and Sale dated March 10, 2010 (the "Agreement") pertaining to the sale of approximately 195 acres of land located at 2000 East Aurora Road, Twinsburg, Ohio 44087 (the "Property"). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement.

WHEREAS as part of the transaction contemplated by the Agreement, Grantor is to give, grant, convey, assign, transfer, sell, release and deliver to Grantee, by bill of sale (A) all right, title and interest in and to the tangible personal property described on Exhibit A attached hereto (the "Scheduled Assets"), (B) all of Grantor's right, title and interest, if any, in and to all of the other personalty, trade fixtures and equipment, other than the personalty, trade fixtures and equipment owned by Chrysler Group LLC and identified on Exhibit B attached hereto, located and/or used at the Property, including without limitation, any equipment or parts which are out for repair, if any (collectively, the "Other Equipment"), (C) all of Grantor's right, title and interest, if any, in and to all manuals, maintenance records, as-built and other drawings, and other similar documents and materials (whether in electronic or written form), in Seller's possession or under Seller's control (if any), relating to the Property, the Scheduled Assets and the Other Equipment and, to the extent transferable, any and all (a) warranties and guaranties relating to any of the Property, the Scheduled Assets and the Other Equipment and any and all rights and remedies of Seller, if any, with respect thereto, and (b) governmental permits, approvals, licenses and consents (collectively, the "Intangible Property").

NOW, THEREFORE, pursuant to the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantee by its acceptance of this Bill of Sale, Grantor hereby GIVES, GRANTS, CONVEYS, ASSIGNS, TRANSFERS, SELLS, RELEASES and DELIVERS unto Grantee, its successors and assigns, forever, (i) subject to the terms of the Letter Agreement, all right, title, and interest in and to the Scheduled Assets free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code and (ii) subject to the terms of the Letter Agreement, all of Grantor's right, title, and interest, if any, in and to the Other Equipment and Intangible Property free and clear of all Liens and any other interests to the extent provided in the Sale Order pursuant to Section 363(b) and Section 363(f) of the Bankruptcy Code.

TO HAVE AND TO HOLD the Scheduled Assets, Other Equipment and Intangible Property unto Grantee, its successors and assigns, forever without warranty or representation, including without limitation, without the warranty of merchantability and/or fitness for a particular purpose. Except as set forth in this Bill of Sale, this Bill of Sale is made without recourse and without representation or warranty whatsoever, the Scheduled Assets, the Other Equipment and Intangible Property being conveyed “AS-IS”. This Bill of Sale may be executed in multiple counterparts which, when integrated, shall constitute one (1) original of this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Bill of Sale to be executed by its duly authorized officer and effective as of the Effective Date.

GRANTOR

OLD CARCO LLC,

By: _____

Name: Ronald E. Kolka

Title: Chief Executive Officer

GRANTEE

MAYNARDS INDUSTRIES (1991) INC.

By: _____

Name:

Title: