

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
:
Chrysler LLC, *et al.*,¹ : Case No. 09-50002 (AJG)
:
Debtors. : (Jointly Administered)
:
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)² with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale

¹ The Debtors and their respective Tax ID numbers are as follows: Chrysler LLC, Tax ID No. 38-2673623; Alpha Holding LP, Tax ID No. 45-0568211; Chrysler Aviation Inc., Tax ID No. 38-3475417; Chrysler Dutch Holding LLC, Tax ID No. 26-1498515; Chrysler Dutch Investment LLC, Tax ID No. 26-1498838; Chrysler Dutch Operating Group LLC, Tax ID No. 26-1498787; Chrysler Institute of Engineering, Tax ID No. N/A; Chrysler International Corporation, Tax ID No. 38-2631697; Chrysler International Limited, L.L.C., Tax ID No. N/A; Chrysler International Services, S.A., Tax ID No. 38-0420030; Chrysler Motors LLC, Tax ID No. 383625541; Chrysler Realty Company LLC, Tax ID No. 38-1852134; Chrysler Service Contracts Inc., Tax ID No. 38-3382368; Chrysler Service Contracts Florida, Inc., Tax ID No. 26-0347220; Chrysler Technologies Middle East Ltd., Tax ID No. 75-2487766; Chrysler Transport Inc., Tax ID No. 38-2143117; Chrysler Vans LLC, Tax ID No. 31-1781705; DCC 929, Inc., Tax ID No. 38-2899837; Dealer Capital, Inc., Tax ID No. 38-3036138; Global Electric Motorcars, LLC, Tax ID No. 31-1738535; NEV Mobile Service, LLC, Tax ID No. 33-1024272; NEV Service, LLC, Tax ID No. 03-0501234; Peapod Mobility LLC, Tax ID No. 26-4086991; TPF Asset, LLC, Tax ID No. 74-3167035; TPF Note, LLC, Tax ID No. 74-3167038; and Utility Assets LLC, Tax ID No. 200874783.

² Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at <http://www.chryslerrestructuring.com>.

Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Chrysler LLC and its Debtor subsidiaries, Fiat S.p.A (“Fiat”), and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as “Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated May 15, 22 and 26 and June 4, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever

barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects.

5. The Designated Agreements identified in Exhibits A and B hereto (as modified by the Addenda thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court in an amount greater than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the Court-established Cure Costs.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease within ten days after the closing date. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser’s right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

10. Questions or inquiries relating to this notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for international callers outside the U.S. and Canada).

Dated: June 14, 2009
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich

Andrew G. Dietderich

Hydee R. Feldstein

Sullivan & Cromwell LLP

125 Broad Street

New York, New York 10004

Telephone: (212) 558-4000

Facsimile: (212) 558-3588

ATTORNEYS FOR FIAT S.p.A. AND
CHRYSLER GROUP LLC

Exhibit A

**[Schedule of Certain Confirmed Transportation Supplier Agreements
and Cure Costs Related Thereto]**

EXHIBIT A

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
1625443 ONTARIO INC	ATTN: BOB ANDERSON P O BOX 95888 CHICAGO, IL 60694-0001	62088	\$1,013,000.00 CAN
A D TRANSPORT EXPRESS	ATTN: GARY PERCY 5601 BELLEVILLE ROAD CANTON, MI 48188	75667	\$680,000.00
ACTION DELIVERY	PO BOX 361 CHEBOYGAN, MI 49721	17781	\$3,224.00
ADAMS CARGO LIMITED	ATTN: ALLISON KANE 6751 PROFESSIONAL CT MISSISSAUGA, ON L4V1Y3 CANADA	57308	\$10,890.00 CAN
AERO EXPEDITING	ATTN: COLLEEN TAYLOR 24259 SORRENTINO CLINTON TOWNSHIP, MI 48035	60465	\$34,140.00
ALAPLEX TRANSPORTATION INC	ATTN: NORM KING PO BOX 530004 BIRMINGHAM, AL 35253	41228	\$79,231.38
ALASKA MARINE LINES	ATTN: MARK MINCKLER 5615 W MARGINAL WAY SEATTLE, WA 98106	36445	\$3,847.00
ALDEN LOGISTICS	ATTN: DOUG OSTROWSKI 18765 SEAWAY DRIVE MELVIDALE, MI 48122	61934	\$23,000.00
ALLIANCE SHIPPERS INC.	ATTN: GARY LAPORTE P O BOX 827505 PHILADELPHIA, PA 19182-7505	17749	\$2,175,000.00
ALLIED SYSTEMS LTD	ATTN: PAM BLAIR 2302 PARKLAKE DR. BUILDING 15 SUITE 600 ATLANTA, GA 30245	85936	\$409,198.00
AMPORTS	ATTN: RICHARD KILBRIDE 9240 BLOUNT ISLAND BLVD JACKSONVILLE, FL 32226	74224	\$1,050,154.00
ANDREW VAZQUEZ INC	ATTN: ANTHONY CARPENTIER 24 TUTTLE AVE PO BOX 1010 BEDMINSTER, NJ 07921-1010	50141	\$0.00
ANN ARBOR RAILROAD	ATTN: BOB BILLINGS 121 S WALNUT STREET P O BOX 380 HOWELL, MI 48844	77240	\$250,000.00
APL LOGISTICS	ATTN: MIKE PILVER PO BOX 2969 CAROL STREAM, IL 60132-2969	85180	\$1,004,000.00
ARMSTRONG MOVING	UNITED VAN LINES OF CANADA ATTN: DALE ARMSTRONG 630 SECRETARIAT CT MISSISSAUGA, ON L5S 2A5 CANADA	96763	\$14,841.00 CAN
ARTISAN ASSOCIATES INC	ATTN: GREG HUMES 14320 JOY ROAD DETROIT, MI 48228	75178	\$412,224.19

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
AUTO HAULWAY CENTRAL LIMITED	ATTN: PAM BLAIR 160 CLAIRMONT AVENUE DECATUR, GA 30030	36949	\$0.00
AUTO HAULWAY CENTRAL LIMITED	ATTN: PAM BLAIR 160 CLAIRMONT AVENUE DECATUR, GA 30030	36949	\$798,654.00 CAN
AUTO HAULWAY RELEASING SERVICE	ATTN: PAM BLAIR 160 CLAIRMONT AVENUE DECATUR, GA 30030	36438	\$192,603.00 CAN
AUTO RELEASING INC	ATTN: STEVE ROBERTS P O BOX 468 EDWARDSVILLE, IL 62025	30480	\$0.00
AUTOBAHN FREIGHT LINES LTD.	ATTN: JEFF SIMONS 200 RONSON DR SUITE 211 ETOBICOKE, ON M9W5Z9 CANADA	62214	\$3,614.74 CAN
AUTOVIN INC	ATTN: DENNIS JONES 50 MANSELL COURT ROSWELL, GA 30076	60434	\$45,475.00
AXIS NORTH AMERICA	ATTN: EDDIE BLACK 535 SUGAR GROVE PLACE ORANGE PARK, FL 32073	42463	\$625,000.00
B&W INTERSTATE TRANSPORT CO.	ATTN: BOB ANDERSON P O BOX 95888 CHICAGO, IL 60694-0001	22761	\$241,000.00
C J & M TRANSPORT INC	ATTN: AMY MARSHALL 10170 ELIZABETH LAKE RD WHITE LAKE, MI 48386	36461	\$304,620.40
CAMIONNAGE C P INC	ATTN: RAY OUIMET	48910	\$162,940.21 CAN
CANADIAN FREIGHTWAY	5425 DIXIE RD. MISSISSAUGA, ON L4W1E6	49172	\$47,393.72 CAN
CANADIAN NATIONAL RAILWAYS	ATTN: BARBARA A. SZYMANSKI 2800 LIVERNOIS, STE. 200 TROY, MI 48083-1222	29546	\$220,143.06
CANADIAN PACIFIC LIMITED	ATTN: CAROLINE CUNNINGHAM SUITE 800 1290 CENTRAL PARKWAY W MISSISSAGUA, ON L5C 4R3 CANADA	29556	\$0.00
CANADIAN PACIFIC RAILROAD	P O BOX 9516 STATION A TORONTO, ON M5W 2K3 CANADA	37174	\$1,453,131.00 CAN
CANADIAN PACIFIC RAILROAD	P O BOX 9516 STATION A TORONTO, ON M5W 2K3 CANADA	37174	\$0.00
CANADIAN PACIFIC RAILROAD	PO BOX 9516 STATION A TORONTO, ON M5W 2K3 CANADA	62181	\$846,670.00
CANTUR TRANS. INC.	ATTN: ANTHONY WHITE 7481 WOODBINE AVE MARKHAM, ON L5T2H3 CANADA	72942	\$10,028.73 CAN
CASSENS TRANSPORT COMPANY	ATTN: LISA SHASHEK PO BOX 468 EDWARDSVILLE, IL 62025	36951	\$3,036,869.49

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
CASSENS TRANSPORT LTD	ATTN: LISA SHASHEK PO BOX 468 EDWARDSVILLE, IL 62025	54021	\$721,293.69 CAN
CCT AUTO TRANS INC	ATTN: TODD DORIAN 6 HILLSIDE CT. HAMPTON, ON L0B 1J0 CANADA	57180	\$32,000.00
CENTRA INC.	ATTN: KEVIN STUTZMAN PO BOX 33299 DETROIT, MI 48232-5299	29832	\$685,000.00
CEVA EGL EAGLE GLOBAL LOGISTICS - BUX	ATTN: PEGGY PAPPAS 10049 HARRISON # 100 ROMULUS, MI 48174	11186	\$45,790.80
CEVA LOGISTICS CANADA ULC CEVA GROUP PLC	ATTN: CRAIG VEESER P O BOX 41456 JACKSONVILLE, FL 32203-1456	84889	\$2,443,013.21 CAN
CEVA LOGISTICS US INC. CEVA GROUP PLC	ATTN: CRAIG VEESER P O BOX 41456 JACKSONVILLE, FL 32203-1456	77551	\$1,175,000.00
CHOPPER EXPRESS TRANSPORTATION	ATTN: CHARLES CONLEY 350 MAIN RD. MONTVILLE MONTVILLE, NJ 07045	50042	\$1,609,733.29
CHURCHILL TPTN	ATTN: DON FEDORONKO DEPT 72401 PO BOX 67000 DETROIT, MI 48267-0724	29741	\$1,029,075.12
CIMARRON EXPRESS INC.	ATTN: JAMES SHEPPERD P O BOX 185 GENOA, OH 43430-0185	14776	\$444,000.00
CORDEL TRANSPORTATION COMPANY LLC	ATTN: SCOTT VERSPEETEN PO BOX 703 HIGHLAND, MI 48357	59695	\$130,000.00
CORRIGAN MOVING & STORAGE	ATTN: TOM BALLARD 23923 RESEARCH DR. FARMINGTON HILLS, MI 48335	31829	\$383,291.00
CROWLEY AMERICAN TRANSPORT	ATTN: SHIRLEY STEELE 11200 METRO AIRPORT CENTER DRIVE, SUITE ROMULUS, MI 48174	46283	\$0.00
CROWLEY LINER SERVICES INC	ATTN: DAVID ALLEGRETTI 2250 POINT BLVD, SUITE 340 ELGIN, IL 60123	29950	\$0.00
CSAV	ATTN: PABLO SEPULVEDA HARBORSIDE FINANCIAL CENTER, PLAZA FIVE, JERSEY CITY, NJ 07311	46884	\$0.00
DAY & ROSS LTD	ATTN: WAYNE MORIN 107 SUMMERLEA ROAD BRAMPTON, ON L6T 4V7 CANADA	74713	\$147,654.50 CAN
DEDICATED LOGISTICS INC	ATTN: SCOTT CARLSON 2896 CENTRE POINTE DRIVE ST. PAUL, MN 55113	61290	\$70,950.00
DEPENDABLE AUTO SHIPPERS INC	ATTN: TERRY BOLBY 2417 WHITECHAPEL TOLEDO, OH 43614	48391	\$195,000.00
DHL / EXEL LOGISTICS	ATTN: JOHN ABEN 38701 SEVEN MILE ROAD SUITE 345 LIVONIA, MI 48152	97385	\$9,500,000.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
DIVERSIFIED AUTOMOTIVE	ATTN: JOHN O'DONNELL 100 TERMINAL ST. CHARLESTON CHARLESTON, MA 02129	58792	\$250,000.00
DONAHUE TOM TRUCKING INC	ATTN: TOM DONAHUE 4653 W. ELECTRIC AVENUE WEST MILWAUKEE, WI 53219	72950	\$90,000.00
DOUG COLEMAN TRUCKING LTD.	ATTN: DOUG COLEMAN 2073 PIPER LANE LONDON, ON N5V3S5 CANADA	59481	\$415,000.00 CAN
DOVE CREEK MOTOR EXPRESS	ATTN: DOUG DUNLOP 325 ALLEN AVE ESSEX, ON N8M 3G7 CANADA	16907	\$0.00
EGL EAGLE GLOBAL LOGISTICS - INBOUND	ATTN: JERRY ANDERSON 10049 HARRISON RD SUITE 100 ROMULUS, MI 48174	50932	\$1,333,322.51
EHS TRUCKING	ATTN: ED WORLEY 28710 HILDEBRANDT ROAD ROMULUS, MI 48174	61354	\$210,000.00
EUKOR CAR CARRIERS INC	ATTN: RICHARD SEMSEL 560 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	52617	\$0.00
EXPEDITORS INTERNATIONAL	ATTN: STEVE WALKER 11101 METRO AIRPORT CENTER DRIVE ROMULUS, MI 48174	28922	\$15,329.48
FED EX TRADE NETWORKS	ATTN: WILLIAM SCHWEITZER 128 DEARBORN STREET BUFFALO, NY 14207	43525	\$115,926.03
FLEET CAR LEASE INC	ATTN: BRIAN DALY 7563 DAHLIA ST. COMMERCE CITY, CO 80037	60923	\$1,174,549.43
FLEX LOGISTICS	ATTN: NICK GONZALES 1400 S. LIVERNOIS ROCHESTER HILLS, MI 48307	59824	\$73,502.00
FLORIDA EAST COAST RAILWAY COMPAN	ATTN: TOM BISCAN 7411 FULLERTON ST. SUITE 300 JACKSONVILLE, FL 32256	41860	\$106,269.00
FOURTEENTH AVENUE CARTAGE CO. INC.	ATTN: JAMES RYAN 4401 STECKER AVE P.O. BOX 4387 DEARBORN, MI 48126	41881	\$1,200,000.00
FREIGHT MASTERS SYSTEMS INC.	ATTN: GENE MCFADDEN 2611 WATERWAY PARKWAY SUITE 100 INDIANAPOLIS, IN 46214	98659	\$587,768.62
FREIGHTMASTERS	ATTN: GENE MCFADDEN 2611 WATERWAY PARKWAY SUITE 100 INDIANAPOLIS, IN 46214	98659	\$587,768.62
FTI / A FREDERIC THOMPSON COMPANY	ATTN: DAN BRAATZ 19-1100 DEARNESS DRIVE LONDON, ON N6E 1N9 CANADA	85422	\$230,000.00 \$357,600.00 CAN
GRIMALDI LINES	ATTN: MIKE PAYNE 28 ST JAMES'S SQUARE, PICCADILLY LONDON, ON SW14 4JH CANADA	45362	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
HAPAG LLOYD	ATTN: DONALD DAVIS 3030 WARRENVILLE ROAD, SUITE 500 LISLE,, IL 60532	83062	\$375,000.00
HAPAG LLOYD AMERICA INC	399 HOES LANE PISCATAWAY, NJ 08854	58882	\$0.00
HAZEN TRANSPORT INC	ATTN: DON HAMRICK 27050 WICK ROAD TAYLOR, MI 48180	14195	\$67,046.00
HI WAY 9	711-ELGIN CLOSE DRUMHELLER, AB T0J0Y0	49149	\$47,143.85 CAN
HOEGH AUTOLINERS AS	ATTN: SUSAN SERRANO 500 NORTH BROADWAY, THE JERICHO ATRIUM S JERICHO, NY 11753	57587	\$130,270.00
HUNT J. B. TRANSPORT INC.	ATTN: CHRIS SANDOR P O BOX 98545 CHICAGO, IL 60693-8545	69650	\$900,000.00
INDUSTRIAL TRANSPORT INC	ATTN: MATTIE HARRIS P O BOX 92233 CLEVELAND, OH 44193	97835	\$202,986.89
INSIGHT NETWORK LOGISTICS	ATTN: ROLAND FORTNER 1849 POND RUN SUITE 200 AUBURN HILLS, MI 48326	60241	\$508,373.00
INSIGHT NETWORK LOGISTICS LLC	ATTN: ROLAND FORTNER 1849 POND RUN SUITE 200 AUBURN HILLS, MI 48326	45678	\$842,000.00
INTERGRATED SERVICES INC.	ATTN: MIKE TAYLOR 2758 COMMERCE DRIVE KOKOMO, IN 46902	37601	\$217,011.75
INTERMODAL CONTAINER LOGISTICS	ATTN: STEVE HOSSA 137 NORTH OAK PARK AVENUE OAK PARK, IL 60301	34126	\$50,000.00
JACK KEY AUTO TRANSPORT	ATTN: LARRY KEY 9779 HAWN FREEWAY DALLAS, TX 75217	53716	\$310,000.00
JMN LOGISTICS LLC	ATTN: SCOTT NAZ 2051 CREVE COEUR MILL ROAD MARYLAND HEIGHTS, MO 63043	55867	\$195,000.00
JMN LOGISTICS LLC	ATTN: SCOTT NAZ 2051 CREVE COEUR MILL ROAD MARYLAND HEIGHTS, MO 63043	55867	\$0.00
JTL CARRIERS LLC	ATTN: JEFF LORINO 9218 WYNDHAM HILLS CT FRANKLIN, WI 53132	59667	\$255,000.00
K C TRANSPORTATION INC.	ATTN: KEN CALENDER 862 WILL CARLETON RD CARLETON, MI 48117	15608	\$610,000.00
K LINE AMERICA INC	ATTN: JERRY ANKOFSKI 8730 STONY POINT PARKWAY RICHMOND, VA 23235	34435	\$0.00
KENOSHA RELEASING INC	ATTN: LISA SHASHEK PO BOX 468 EDWARDSVILLE, IL 62025	50709	\$0.00
KING OCEAN SERVICES LIMITED	ATTN: NANCY LOPEZ 11000 NW 29TH STREET, SUITE 201 DORAL, FL 33172	60917	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
KINGSWAY TRANSPORT (CABANO TRANSPORT)- CBXI	1100 HAULTAIN COURT MISSISSAUGA, ON L4W2T1	75449	\$18,236.02 CAN
LANTER DELIVERY SYSTEMS	ATTN: MICHELLE MORIO 1600 WAYNE LANTER MEMORIAL DRIVE MADISON, IL 62060	61302	\$89,404.00
LINAMAR TRANSPORTATION	ATTN: MIKE RUSSELL 700 WOODLAWN ROAD, WEST GUELPH, ON N1K 1G4 CANADA	88160	\$38,535.00
LOGISTICS INSIGHTS CORPORATION	(LINC LOGISTICS COMPANY) ATTN: JEFF MORRISH PO BOX 3008 CENTERLINE, MI 48015	14665	\$1,880,000.00 \$204,892.63 CAN
LYNDEN TRANSPORT INC	ATTN: MATTHEW WETHERBEE PO BOX 84167 SEATTLE, WA 98124	15072	\$95,000.00
MACKIE MOVING SYSTEMS INC	ATTN: SCOTT MACKIE 933 BLOOR STREET W OSHAWA, ON L1H5Y7 CANADA	39804	\$57,000.00 CAN
MAERSK	ATTN: LISA TYLER 29201 CAMBRIDGE FLATROCK, MI 48134	31783	\$450,977.00
MANN EXPORT	ATTN: STEVE VAUGHN 2700 52ND STREET KENOSHA, WI 53140	59146	\$10,332.00
MARTIN TRANSPORTATION SYSTEMS INC.	ATTN: FRANK GAMBISH 7300 CLYDE PARK AVE SW BYRON CENTER, MI 49315	53898	\$845,000.00 \$10,000.00 CAN
MASON DIXON	ATTN: JOE RUBINO 12755 EAST 9 MILE ROAD WARREN, MI 48089	62643	\$250,000.00
MATSON NAVIGATION COMPANY INC	ATTN: PAM HAGY 333 MARKET STREET P O BOX 7452 SAN FRANCISCO, CA 94105	37018	\$63,458.00
MEDITERRANEAN SHIPPING CO	420 FIFTH AVENUE NEW YORK, NY 10018	45672	\$0.00
MEDITERRANEAN SHIPPING CO.	ATTN: GIANCARLO MORGERA 420 FIFTH AVENUE 8TH FLOOR NEW YORK, NY 10018-2702	43392	\$2,000,000.00
MIDWAY SPECIALTY VEHICLES LLC	ATTN: MICHAEL VIOLI 2940 DEXTER DR ELKHART, IN 46514	60286	\$2,700.00
NETSUI O S K LINES LTD	ATTN: TODD SPENCER HARBORSIDE FINANCIAL CENTER, PLAZA FIVE, JERSEY CITY, NJ 07311	12850	\$0.00
MOHICAN TRANSPORT (DIV LINC ONTARIO)	ATTN: JEFF MORRISH PO BOX 3008 CENTERLINE, MI 48015	92029	\$102,000.00
MOTOR CITY AUTO TRANSPORT INC	ATTN: JAMES FERNS 13133 WEST STAR DRIVE SHELBY TWP, MI 48315	59285	\$0.00
NATIONAL LOGISTICS MANAGEMENT	ATTN: GREG HUMES 14320 JOY ROAD DETROIT, MI 48228	45795	\$381,747.68

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
NORFOLK SOUTHERN CORPORATION	ATTN: DAVID JULIAN THREE COMMERCIAL PLACE NORFOLK, VA 23510	29492	\$1,612,127.00
NORFOLK SOUTHERN RAILWAY COMPANY	ATTN: FRANK WECKERLE 17301 MICHIGAN AVE SUITE 230 DEARBORN, MI 48126	70832	\$0.00
NORTH AMERICAN VAN LINES INC	ATTN: TRACIE MANTH 24285 NETWORK PLACE CHICAGO, IL 60673	29493	\$59,157.00
NYK BULKSHIP USA INC	ATTN: GARY HURLEY 300 LIGHTING WAY SECAUCUS, NJ 07094	33619	\$136,000.00
OAKWOOD TRANSPORT	ATTN: BRAD JACKSON 129 OAKWOOD STREET PO BOX 23 INGERSOLL, ON N5C 3K1 CANADA	54459	\$140,000.00
PALMER MOVING & STORAGE COMPANY	ATTN: JEFF PALMER 24600 DEQUINDRE WARREN, MI 48091	29495	\$643,797.00
PASHA DISTRIBUTION SERVICES	ATTN: TRISH ZARIK 5725 PARADISE DR SUITE 1000 CORTE MADERA, CA 94925	49442	\$950,000.00
PENDA CORPORATION	ATTN: BILL BARREAU 2344 WEST WISCONSIN ROAD PORTAGE, WI 53901	22767	\$196,362.00
PENSKE LOGISTICS LLC	ATTN: BRIAN MACKOWIAK 32600 DEQUINDRE WARREN, MI 48092	84112	\$1,400,000.00
PORT SERVICES COMPANY	6347 N MARINE DR PORTLAND, OR 97203-6445	73589	\$0.00
RANGER TRANSPORTATION INC	(LANDSTAR SYSTEM INC.) ATTN: ROD THEUNISSEN PO BOX 8500 54293 PHILADELPHIA, PA 19178-4293	81299	\$820,000.00
RELIABLE CARRIERS INC	ATTN: TOM ABANA 41555 KOPPERNICK ROAD CANTON, MI 48187	27627	\$609,000.00
RIDEWAY TRANSPORT INC	ATTN: TOM BROOKE 859 A COURTLAND AVE EAST KITCHENER, ON N2C1K4 CANADA	45851	\$143,183.78
ROCKY MOUNTAIN	ATTN: LEON BOUWMAN 4907 GRAHAM DR. S.W. CALGARY, AB T3E 4L3 CANADA	17703	\$102,335.57 CAN
ROMEO EXPEDITORS INC	ATTN: BILL SENGSTOCK 69210 POWELL P O BOX 120 ROMEO, MI 48065-0120	12265	\$13,382.00
ROSE MOVING & STORAGE CO INC	ATTN: TREVOR HEWES 10421 FORD ROAD DEARBORN, MI 48126	29497	\$90,000.00
RUSH TRUCKING CORPORATION	ATTN: ANDRA RUSH 35160 EAST MICHIGAN AVE WAYNE, MI 48184-4011	79192	\$200,000.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
RYDER DEDICATED LOGISTICS - ASSEMBLY	ATTN: DICK JENNINGS 39550 13 MILE ROAD NOVI, MI 48377	52916	\$825,262.36
RYDER LOGISTICS & TRANSP SOLUTIONS	ATTN: DICK JENNINGS 39550 13 MILE ROAD NOVI, MI 48377	16367	\$221,854.56 CAN
RYDER LOGISTICS & TRANSP SOLUTIONS	ATTN: DICK JENNINGS 39550 13 MILE ROAD NOVI, MI 48377	16368	\$1,442,666.42
SAMEDAY	ATTN: JOHN DROWN 6975 MENKES DRIVE MISSISSAGUA, ON L5S 1Y2 CANADA	80275	\$314,968.00 CAN
SANDLER & TRAVIS	ATTN: ALFRED D'AMICO 38345 TEN MILE RD SUITE 200 FARMINGTON HILLS, MI 48335	24282	\$100,860.52
SCHNEIDER NATIONAL INC	ATTN: SHELLY COVINS P O BOX 2545 GREEN BAY, WI 54306-2545	70833	\$268,188.66
SEA STAR LINE LLC	ATTN: JIM GASKIN 17W635 BUTTERFIELD ROAD OAKBRPPK, IL 60181-4001	53419	\$4,140.00
SELECT 1 TRANSPORT	ATTN: PAT EVO 25005 BREST RD TAYLOR, MI 48180	45739	\$83,287.00
SELLAND AUTO TRANSPORT INC	ATTN: ALLEN ANDERSON 615 SOUTH 96TH STREET SEATTLE, WA 98108	26990	\$70,000.00
SIERRA MOUNTAIN EXPRESS	ATTN: NORM KING PO BOX 530004 BIRMINGHAM, AL 35253	41229	\$527,782.30
SOUTHWESTERN MOTOR TRANSPORT INC	ATTN: COREY KUHN 4600 GOLDFIELD SAN ANTONIO, TX 78285-0001	89801	\$82,500.00
SUPREME AUTO TRANSPORT INC	ATTN: DOUG FELLOWS 7300 MILLER PL., UNIT B LONGMONT, CO 80504	54644	\$265,000.00
SWIFT TRANSPORTATION	ATTN: JEFF OEGEMA P O BOX 70406 CHICAGO, IL 60673	47602	\$107,370.03
SWIFT TRANSPORTATION CO. INC	ATTN: RON MORRIS 24200 BELL ROAD NEW BOSTON, MI 48164	31080	\$1,657,598.61
T V MINORITY CO. INC	ATTN: BOB ANDERSON P O BOX 95888 CHICAGO, IL 60694-0001	97891	\$500,000.00
THREE STAR TRUCKING CO.	ATTN: ROBERT RAYS 36860 VAN BORN ROAD P O BOX 549 WAYNE, MI 48184	92667	\$117,244.27
TOTEM OCEAN TRAILER EXPRESS CO	ATTN: CATHIE CORNIE 32001 32ND AVENUE SOUTH, SUITE 200 FEDERAL WAY, WA 98001	37137	\$153,961.00
TRAILER BRIDGE INC	ATTN: GARY SALVADOR 10405 NEW BERLIN RD. EAST JACKSONVILLE, FL 32226	15049	\$184,384.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
TRAN TECH	ATTN: BOB PORTER 888 WILL CARLETON RD CARLETON, MI 48117	53214	\$170,000.00
TRANSLOGIC AUTO CARRIERS LLC	ATTN: RUSS PARKS 210 PIGEON RD BAD AXE, MI 48413	53554	\$176,031.00
TRANSPORT SUPPORT INC	ATTN: DAVID LARSON 10701 MIDDLEBELT RD ROMULUS, MI 48174	15469	\$100,372.00
TRIPLE CROWN SERVICES	ATTN: TERESA KOCH P O BOX 10221 FORT WAYNE, IN 46851-0221	42679	\$1,450,000.00
UNION PACIFIC DISTRIBUTION SERVICES	1400 DOUGLAS ST.; STEP 1230 OMAHA, NE 68179	16001	\$9,000,000.00
UNITED PARCEL SERVICES	(ALL SUBSIDIARIES) ATTN: JOHN SHAUGHNESSY 29855 SCHOOLCRAFT LIVONIA, MI 48150	93910, 709	\$5,224,685.95
UNITED ROAD	ATTN: DAVID LARSON 10701 MIDDLEBELT RD ROMULOS, MI 48174	51813	\$159,108.00
UNIVERSAL CONTRACT LOGISTICS	ATTN: TED BROWN 5425 DIXIE ROAD MISSISSAUGA, ON L4W 1E8 CANADA	51054	\$137,507.60 CAN
UNIVERSAL AM-CAN LTD	ATTN: DAN SKIDMORE PO BOX 712969 CINCINNATI, OH 45271-2969	31874	\$36,000.00
VASCOR LTD	ATTN: RUSS PETT 1125 CHERRY BLOSSOM WAY PO BOX 580 GEORGETOWN, KY 40324	27021	\$816,051.05
VERSPEETEN CARTAGE LTD.	ATTN: RON VERSPEETEN 274129 WALLACE LINE INGERSOIL, ON N5C3K5 CANADA	94950	\$122,000.00
WAGONNERS	ATTN: ROB BIGGOTT 5200 W AIRPORT FREEWAY IRVING, TX 75062	48976	\$92,976.00
WES PRO FLEET SERVICE INC	ATTN: SCOTT TONKOVICH 12310 24 MILE RD SHELBY TOWNSHIP, MI 48135	52958	\$75,000.00

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit A are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.³

Consistent with the Bidding Procedures, the Designated Agreements in Exhibit A are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit A relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit A (just prior to this Addendum) as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in this Exhibit A or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

Each contract or lease identified in Exhibit A is assumed and assigned to the Purchaser only to the extent that any such contract or lease constitutes an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

³ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit B

[Schedule of Certain Confirmed General Agreements and Cure Costs Related Thereto]

CHRYSLER ENTITY	COUNTERPARTY	COUNTERPARTY NAME	ADDRESS ONE	CITY	STATE	ZIP	COUNTRY	DATE OF AGREEMENT	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler LLC	Fiat Powertrain Technologies S.p.A	ATTN: V.P. - CFO	STRADA TORINO, 50-1	ORBASSANO		10043	ITALY	3/12/2008	Quota Purchase Agreement for Tritec Motors Ltda.	\$0.00
Chrysler LLC	Tritec Motors Ltda.	ATTN GERENETS	AVENIDA EMA TANNER DE ANDRADE, 792	CAMPO LARGO	PARANA		BRAZIL	3/20/2008	Release and Agreement	\$0.00
Chrysler LLC	Tritec Motors Ltda.	ATTN GERENETS	AVENIDA EMA TANNER DE ANDRADE, 792	CAMPO LARGO	PARANA		BRAZIL	3/20/2008	License Agreement	\$0.00
Chrysler LLC	Tritec Motors Ltda.	ATTN GERENETS	AVENIDA EMA TANNER DE ANDRADE, 792	CAMPO LARGO	PARANA		BRAZIL	3/20/2008	Transition Services Agreement	\$0.00
DaimlerChrysler Company LLC	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	7/11/2007	Share Purchase for Tritec Motors Ltda.	\$0.00
DaimlerChrysler Company LLC	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	8/3/2007	Administrative Services Agreement	\$0.00
DaimlerChrysler Company LLC	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	7/11/2007	Memorandum of Understanding	\$0.00
Chrysler LLC	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	3/7/2008	Post-Closing Settlement Agreement	\$0.00
Chrysler LLC	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	3/7/2008	Intellectual Property Agreement	\$0.00
Chrysler LLC	Bayerische Motoren Werke Aktiengesellschaft; Tritec Motors Ltda.	ATTN CONTROLLER	AVENIDA EMA TANNER DE ANDRADE, 1892 - VILLA FERARI	CAMPO LARGO	PARANA	83606 - 360	BRAZIL	3/7/2008	Release and Termination Agreement	\$0.00
Chrysler LLC	Bayerische Motoren Werke Aktiengesellschaft; Tritec Motors Ltda.	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	3/7/2008	Release and Termination Agreement	\$0.00
Chrysler LLC	Bayerische Motoren Werke Aktiengesellschaft; Tritec Motors Ltda.	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	3/7/2008	Assignment Agreement	\$0.00
DaimlerChrysler Corporation	Bayerische Motoren Werke Aktiengesellschaft; Tritec Motors Ltda.	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	1/15/1997	License Agreement, as amended	\$0.00
DaimlerChrysler Corporation	Bayerische Motoren Werke Aktiengesellschaft	ATTN GENERAL COUNSEL	PETUELRING 130, BMW HAUS	MUNCHEN		80788	FEDERAL REPUBLIC OF GERMANY	1/15/1997	Engine Development Agreement	\$0.00

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit B are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁴

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit B for assumption and assignment. Unless otherwise stated in Exhibit B or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

Each contract or lease identified in Exhibit B is assumed and assigned to the Purchaser only to the extent that any such contract or lease constitutes an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁴ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.