

**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 SUPPLIER 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. Old Carco LLC, formerly 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, 16, 21, 22, 23 and 26 and June 6, 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 through I hereto (as modified by the Addendum 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 or a Cure Agreement in an amount different 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 established Cure Costs. The Cure Costs established by a the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

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 16, 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 Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
A M G INDUSTRIES INC	200 COMMERCE DRIVE MOUNT VERNON, OH 43050-4699	12115	\$6,117.16
ADCO GLOBAL INC	1175 DIAMOND AVENUE EVANSVILLE, IN 47711	48033	\$17,000.00
ALPHA GROUP OF COMPANIES THE	32711 GLENDALE LIVONIA, MI 48150	26285	\$537,229.03
AMSTED INDUSTRIES INC	737 PEYTON STREET GENEVA, IL 60134	72530	\$122,621.82
BASF AKTIENGESELLSCHAFT	GASURITSTRASSE 1 BLDG D403 D 48165 MUENSTER GERMANY	73811	\$281,853.92
BBS OF AMERICA INC	5320 BBS DRIVE BRASELTON, GA 30517	46780	\$188.88
BEHR GMBH	MAUSERSTRASSE 3 STUTTGART 70469 GERMANY	40494	\$8,461,464.00
BEND ALL AUTOMOTIVE INC	575 WAYDON DRIVE AYR, ON N0B1E0 CANADA	50018	\$6,902.55
BRC RUBBER & PLASTICS INC	589 U S 33 SOUTH PO BOX 227 CHURUBUSCO, IN 46723	58418	\$40,596.43
CADILLAC PRODUCTS AUTOMOTIVE CO	5800 CROOKS ROAD SUITE 100 TROY, MI 48098-2830	23038	\$87,743.00
CEVA GROUP PLC	PO BOX 13000 1100 KG AMSTERDAM THE NETHERLANDS	46627	\$32,303.83
CITATION CORPORATION	2700 CORPORATE DRIVE SUITE 100 BIRMINGHAM, AL 35242	87188	\$1,069,921.61
CONTINENTAL STRUCTURAL PLASTICS	3155 WEST BIG BEAVER RD TROY, MI 48007	30656	\$69,919.18
COOPER INDUSTRIES INC	600 TRAVIS SUITE 5800 HOUSTON, TX 77002-1001	35659	\$147,428.50
CREATEC CORPORATION	901 EAST 86TH STREET INDIANAPOLIS, IN 46240	97558	\$46,692.40
CROWN AUTOMOTIVE SALES COMPANY INC	83 ENTERPRISE DR PO BOX 607 MARSHFIELD, MA 02050	86499	\$13,390.18
DOFASCO INC	1330 BURLINGTON ST E PO BOX 2460 HAMILTON, ON L8N3J5 CANADA	31288	\$6,017,060.00
DONGAH TIRE & RUBBER COMPANY	24500 NORTHLINE RD TAYLOR, MI 48180	46535	\$2,232,201.00
DOW CHEMICAL COMPANY THE	2030 DOW CENTER MIDLAND, MI 48674	30549	\$749,202.10
ENGINE POWER COMPONENTS	1333 FULTON GRAND HAVEN, MI 49417-1593	43077	\$0.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	51287	\$2,603,000.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	60503	\$66,101.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	58933	\$1,191,900.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	58720	\$6,656,800.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	43684	\$104,043.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	52879	\$10,878,247.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	43679	\$475,657.00
FAURECIA	2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	59332	\$24,283.00
FLEX-N-GATE CORPORATION	1306 E UNIVERSITY PO BOX 727 URBANA, IL 61801	65620	\$5,000,000.00
FUTURE DIE CAST & ENGINEERING INC	14100 ROCCO CT SHELBY TOWNSHIP, MI 48315	98184	\$26,026.00
GESTAMP TOLUCA SA DE CV	FILADELFIA 128 401 COL NAPOLES MEXICO, DF 03810 MEXICO	60552	\$516.35
GT TECHNOLOGIES INC	5859 E EXECUTIVE DR WESTLAND, MI 48185	90227	\$2,969,039.00
GUANGDONG HONGTU TECHNOLOGY CO LTD	NO 168 CENTURY RD JINDU GAOYAO GUANGDONG 526108 CHINA	60663	\$195,849.25
HARMAN INTERNATIONAL INDUSTRIES	1101 PENNSYLVANIA AVENUE N W 1010 WASHINGTON, DC 20004-2504	91544	\$14,991,169.00
HELLA KG HUECK & COMPANY	RIXBECKER STRASSE 75 LIPPSTADT DE	95873	\$1,831,921.00
HIRSCHVOGEL INCORPORATED	2230 SOUTH 3RD ST COLUMBUS, OH 43207	50698	\$83,028.91
HOOVER GROUP INC	219 COMMERCE DRIVE MOUNT VERNON, OH 43050-4697	58684	\$10,634.98
INDIAN HEAD INDUSTRIES INC	8530 CLIFF CAMERON DRIVE CHARLOTTE, NC 28269	71027	\$1,943.94
INTERSTATE BATTERY CORPORATION	39 BROOKSIDE BX 3050 WILMINGTON, DE 19804-1101	52389	\$17,783.78
IWKA A G	GARTENSTRASSE 71 76125 KARLSRUHE GERMANY	37628	\$14,046,737.00
KAYABA INDUSTRY COMPANY LTD	2 4 1 HAMAMATSU CHO YEN MINATO KU, TOKYO 1056111 JAPAN	87271	\$55,787,033.00
KEIPER GMBH & CO		36135	\$20,110.00
KELLER GROUP	ONE NORTHFIELD PLAZA 570 FRONTAGE NORTHFIELD, IL 60093	13445	\$652,067.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
KS CENTOCO LTD	2450 CENTRAL AVENUE WINDSOR, ON N8W4J3 CANADA	35431	\$845,616.00
LTC ROLL & ENGINEERING COMPANY	23500 JOHN GORSUCH DRIVE MT CLEMENS, MI 48043	97669	\$371,565.00
MACHINING CENTER INC	5959 FORD COURT BRIGHTON, MI 48116	43046	\$85,073.00
METHODE ELECTRONICS INC	7444 W WILSON AVENUE CHICAGO, IL 60656-4549	65003	\$748,168.00
MID-WEST FORGE CORPORATION	17301 ST CLAIR AVENUE CLEVELAND, OH 44110-2500	63614	\$0.00
MSX INTERNATIONAL	1950 CONCEPT DR WARREN, MI 48091	23867	\$0.00
NARMCO GROUP THE	2575 AIRPORT ROAD WINDSOR, ON N8W1Z4 CANADA	77985	\$2,369,045.00
NSK AMERICAS INC	PO BOX 134007 ANN ARBOR, MI 48113	27962	\$651,414.24
NUGAR,S.A. DE C.V.	AV 4 #12 PQUE IND CARTAGENA TULTITLAN, MEX 54900 MEXICO	50428	\$0.00
PARK-OHIO CORPORATION	23000 EUCLID AVENUE CLEVELAND, OH 44117	74399	\$2,835,583.00
PEER BEARING COMPANY	2200 NORMAN DR SOUTH WAUKEGEN, IL 60085	97654	\$194,824.35
PENSKE CORPORATION	2555 TELEGRAPH RD BLOOMFIELD HILLS, MI 48302-0954	22963	\$1,158,688.30
PILKINGTON PLC	PRESCOT ROAD ST HELENS WA103TR UNITED KINGDOM	94609	\$1,734,330.00
PPG INDUSTRIES INC	ONE PPG PLACE PITTSBURGH, PA 15272	72371	\$3,476,272.00
PREFIX CORPORATION	1300 WEST HAMLIN ROCHESTER HILLS, MI 48309	12387	\$89,883.36
PYEONG HWA AUTOMOTIVE CO LTD	900 WILSHIRE DRIVE SUITE 300 TROY, MI 48084	48834	\$196,047.00
QUALITY METALCRAFT INC	33355 GLENDALE LIVONIA, MI 48150	32223	\$813,569.12
ROYAL OAK BORING	4800 S LAPEER RD LAKE ORION, MI 48361-0127	76277	\$79,004.99
SCM METAL PRODUCTS INC	2601 WECK PO BOX 12166 RESEARCH TRIANGLE PARK, NC 27709-2166	51563	\$81,963.00
SIEMENS AKTIENGESELLSCHAFT	FRANKFURTER RING 152 MUNCHEN 46 D 8000 GERMANY	55595	\$187,506.29
SIGMA INTERNATIONAL	32027 INDUSTRIAL RD LIVONIA, MI 48150	55094	\$73,796.00
SIKA CORPORATION	201 POLITO AVENUE LYNDHURST, NJ 07071-3601	56090	\$1,066,387.60
SIMPSON A G COMPANY-LTD CANADA	675 PROGRESS AVENUE SCARBOROUGH, ON M1H2W9 CANADA	86063	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
SKF INDUSTRIES INC-U S	1111 ADAMS AVENUE NORRISTOWN, PA 19403	82005	\$726,687.07
SMI CRANKSHAFT LLC	455 W FOURTH STREET PO BOX 1127 FOSTORIA, OH 44830	68875	\$80,172.37
SPS TECHNOLOGIES INC	301 HIGHLAND AVE JENKINTOWN, PA 19046	82749	\$257,323.00
STEWART & STEVENSON SERVICES INC	2707 NORTH LOOP WEST HOUSTON, TX 77008	97025	\$999.36
STILLWATER DESIGNS & AUDIO	5021 N PERKINS RD STILLWATER, OK 74075	51932	\$206,618.00
SUMITOMO METAL U S A	8750 W BRYN MAWR AVENUE SUITE 1000 CHICAGO, IL 60631	99148	\$1,073,274.56
SUPERIOR INDUSTRIES INTL INC	7800 WOODLEY AVENUE VAN NUYS, CA 91406-1722	85590	\$2,447,916.92
THERMOFLEX CORPORATION	1535 S LAKESIDE DR WAUKEGAN, IL 60085	44321	\$291,319.76
THYSSENKRUPP IND SRVCS NA INC PAB	22355 WEST ELEVEN MILE RD SOUTHFIELD, MI 48033	59972	\$1,302.46
TOKICO LTD	PARALE MITSUI BLDG 8 HIGASHIDA CHO KAWASAKI KU KAWASAKI SHI, KAN 2100005 JAPAN	84914	\$2,995,368.88
TOMKINS PLC	EAST PUTNEY HOUSE 84 UPPER RICHMND LONDON SW152ST UNITED KINGDOM	12626	\$6,758,300.00
TOYODA GOSEI COMPANY LTD	1 NAGAHATA OCHIAI HARUHI MURA NISHIKASUGAI GUN AICHI PREF 452 JAPAN	69448	\$26,741.00
U S F CORPORATION	38000 MOUND ROAD STERLING HEIGHTS, MI 48310	93785	\$1,384,096.00
ULTRA MANUFACTURING LIMITED	640 CONRAD PLACE WATERLOO, ON N2V1C4 CANADA	51317	\$1,546.00
USUI KOKUSAI SANGYO KAISHA LTD	131 2 NAGASAWA SHIMIZU MACHI SHUNTO GUN SHIZUOKA KEN 411 JAPAN	97583	\$119,532.00
WIX FILTRATION CORP	1101 TECHNOLOGY DR ANN ARBOR, MI 48108	58025	\$585,063.53
WIX FILTRATION CORP	1101 TECHNOLOGY DR ANN ARBOR, MI 48108	58025	\$186,094.00 CAN

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
ADCO GLOBAL INC 1175 DIAMOND AVENUE EVANSVILLE, IN 47711	48033	O3253319 O5253079 O5253083 O7253151
BASF AKTIENGESELLSCHAFT GASURITSTRASSE 1 BLDG D403 D 48165 MUENSTER GERMANY	73811	O0292004 O5292003
BEHR GMBH MAUSERSTRASSE 3 STUTTGART 70469 GERMANY	40494	O5703018 O5703019
DOW CHEMICAL COMPANY THE 2030 DOW CENTER MIDLAND, MI 48674	30549	O7253104
FAURECIA 2 RUE HENNAPE NANTERRE CEDEX 92735 FRANCE	52879	JS COMMERCIAL AGREEMENT DATED FEBRUARY 5, 2004 KA DOOR MODULE COMMERICAL AGREEMENT KK COMMERCIAL AGREEMENT PT-44 2006 COMMERCIAL AGREEMENT
FLEX-N-GATE CORPORATION 1306 E UNIVERSITY PO BOX 727 URBANA, IL 61801	65620	O3209010
HARMAN INTERNATIONAL INDUSTRIES 1101 PENNSYLVANIA AVENUE N W 1010 WASHINGTON, DC 20004-2504	91544	O3263046
KELLER GROUP ONE NORTHFIELD PLAZA 570 FRONTAGE NORTHFIELD, IL 60093	13445	O4432213
KS CENTOCO LTD 2450 CENTRAL AVENUE WINDSOR, ON N8W4J3 CANADA	35431	O8511020
METHODE ELECTRONICS INC 7444 W WILSON AVENUE CHICAGO, IL 60656-4549	65003	O7243052 O7243057 O7243058
NARMCO GROUP THE 2575 AIRPORT ROAD WINDSOR, ON N8W1Z4 CANADA	77985	O6137006
PPG INDUSTRIES INC ONE PPG PLACE PITTSBURGH, PA 15272	72371	O8252131
SIKA CORPORATION 201 POLITO AVENUE LYNDHURST, NJ 07071-3601	56090	O3291200 O3291201 O3291202 O3291214
TOYODA GOSEI COMPANY LTD 1 NAGAHATA OCHIAI HARUHI MURA NISHIKASUGAI GUN AICHI PREF 452 JAPAN	69448	O3203026 O3203027

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
U S F CORPORATION 38000 MOUND ROAD STERLING HEIGHTS, MI 48310	93785	O6153054

Exhibit B

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ABB ASEA BROWN BOVERI LTD	AFFOLTERNSTRASSE 44 CH 8050 ZURICH CHINA	11580	\$363,823.61
ACKERMAN GROUP	1666 KENNEDY CAUSEWAY SUITE 700 MIAMI BEACH, FL 33140	25848	\$5,130.00
ADT SECURITY SYSTEMS	1400 E AVIS MADISON HEIGHTS, MI 48071	10015	\$36,165.14
ATEL	600 CALIFORNIA ST 6TH FLR SAN FRANCISCO, CA 94108	77906	\$84,610.40
CIT	2285 FRANKLIN ROAD 2ND FLOOR BLOOMFIELD HILLS, MI 483032017	78917	\$325,535.00
EXEL NORTH AMERICA INC	45001 FIVE MILE RD PLYMOUTH, MI 48170	91422	\$59,555.30
INGERSOLL MACHINE TOOL INC	707 FULTON AVENUE ROCKFORD, IL 61103	54834	\$75,975.00
INGERSOLL PRODUCTION SYSTEMS LLC	1301 EDDY AVE ROCKFORD, IL 61103	93576	\$3,328.00
INTERNATION PAPER COMPANY (XPEDX)	TWO MANHATTANVILLE ROAD PURCHASE, NY 10577	51543	\$1,456,109.00
KAWASAKI ROBOTICS USA INC	28059 CENTER OAKS CT WIXOM, MI 48393	84340	\$12,208.00
SENSIA HEALTHCARE	11414 W PARK PLACE SUITE 100 MILWAUKEE, WI 53224	55994	\$12,555.20
SUMITOMO ELECTRIC CARBIDE INC	2575 BELLFORT SUITE 151 HOUSTON, TX 77054	57177	\$382,493.55
THE CIT GROUP	2 SUMMIT PARK DR SUITE 105 CLEVELAND, OH 44131	38870	\$207,021.39
THYSSEN ELEVATOR LIMITED	410 PASSMORE AVENUE UNIT 1 SCARBOROUGH, ON M1V5C3 CANADA	14909	\$0.00
TOYODA MACHINERY USA INC	51300 W PONTIAC TRAIL P O BOX 1003 WIXOM, MI 483931003	22402	\$3,227,664.06
VERIZON NORTH INC	32661 EDWARD STREET MADISON HEIGHTS, MI 48071	80982	\$1,844,101.15

Exhibit C

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
3-D SERVICE MICHIGAN LTD	800 NAVE ROAD SE MASSILLON, OH 44646	61910	\$21,685.00
AFFILIATED COMPUTER SERVICES	2828 NORTH HASKELL DALLAS, TX 75204	59048	\$2,050,799.50
AFFILIATED COMPUTER SERVICES INC	4000 TOWN CENTER SUITE 1100 SOUTHFIELD, MI 48075	30390	\$7,865.00
AFFINITY RESOURCES, INC.	31800 NORTHWESTERN HWY SUITE 203 FARMINGTON HILLS, MI 48334	58853	\$0.00
AGIE CHARMILLES LLC	560 BOND STREET LINCOLNSHIRE, IL 60069-4224	17952	\$4,386.15
AMERIGAS PROPANE L P	460 N GULPH ROAD KING OF PRUSSIA, PA 19406	36791	\$40,557.07
ASPEN MARKETING	1240 NORTH AVE WEST CHICAGO, IL 60185	57576	\$578,356.61
ATEL CAPITAL GROUP	600 CALIFORNIA ST 6TH FLR SAN FRANCISCO, CA 94108	58762	\$0.00
BANK FINANCIAL FSB	15 W 060 FRONTAGE ROAD BURR RIDGE, IL 60527	55986	\$46,114.82
BLOOM ENGINEERING COMPANY INC	5311 NORTHFIELD CLEVELAND, OH 44146-1135	18424	\$0.00
BOMBARDIER CAPITAL	800 DORCHESTER BLVD W SUITE 1700 MONTREAL, QC H3B1Y8 CANADA	41125	\$0.00
BOSCH REXROTH CANADA CORP	490 PRINCE CHARLES DRIVE SOUTH WELLAND, ON L3B5X7 CANADA	75567	\$0.00
BP PRODUCTS NA INC	28100 TORCH PARKWAY MC417A WARRENVILLE, IL 60555	15999	\$0.00
CARL ZEISS MICROIMAGING INC	ONE ZEISS DRIVE THORNWOOD, NY 10594	29885	\$352,000.00
CIVET CONSULTING	6606 HAYWARD CT MCHENRY, IL 60050	62496	\$44,800.00
COBALT GROUP	2200 FIRST AVENUE SOUTH SEATTLE, WA 98134-1408	41614	\$660,338.33
COMPUTER SCIENCES CORPORATION	3170 FAIRVIEW FALLS CHURCH, VA 22042	28191	\$12,328,213.00
COMPUWARE	ONE CAMPUS MARTIUS DETROIT, MI 48226	16923	\$51,000.00
COMSOURCE INC	2130 AUSTIN DRIVE ROCHESTER HILLS, MI 48309	22717	\$747.50
CONCUR TECHNOLOGIES INC	6222 185TH AVENUE NE REDMOND, WA 98052	37623	\$55,500.00
CONVERGYS CUSTOMER MANAGEMENT GRP	201 EAST FOURTH STREET BOX 1638 CINCINNATI, OH 45201	30167	\$2,593,022.31
CROSS COUNTRY AUTOMOTIVE SERVICES	4040 MYSTIC VALLEY PARKWAY BOSTON, MA 02155	90494	\$265,249.86
DATA SALES COMPANY INC	3450 W BURNSVILLE PARKWAY BURNSVILLE, MN 55337	21103	\$17,841.17
DAVINCI	56 SCANZENSTRASSE DUSSELDORF 40549 GERMANY	61213	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
DAVIS R G & COMPANY	PMB 363 5247 WILSON MILLS ROAD CLEVELAND, OH 44143	96362	\$935.00
DEALER TIRE	3711 CHESTER AVENUE CLEVELAND, OH 44114	47671	\$1,462,986.54
DELL COMPUTER CORPORATION	ONE DELL WAY R R 3 ROUND ROCK, TX 78682	75611	\$42,124.01
DESIGN FORUM LLC	21593 NETWORK PLACE CHICAGO, IL 60673-1215	54909	\$12,098.12
DHL EXPRESS	PO BOX 4723 HOUSTON, TX 77210-4723	46614	\$534,572.54
EVIGNA	800 TECH ROW MADISON HGTS, MI 48071	47255	\$314,806.23
FIRST BANK OF HIGHLAND PARK	1835 FIRST STREET HIGHLAND PARK, IL 60035	20092	\$56,037.14
FIRST FLEET	350 LAS OLAS BLVD SUITE 1400 FORT LAUDERDALE, FL 33301	43092	\$526,049.00
FISHER SCIENTIFIC INTERNATIONAL	LIBERTY LANE HAMPTON, NH 03842	20474	\$8,717.96
FL TOOL HOLDER COMPANY	36010 INDUSTRIAL ROAD LIVONIA, MI 31351	31351	\$1,600.00
FLANNERY FIRE PROTECTION INC	4810 52ND AVENUE KENOSHA, WI 53144-4307	13725	\$9,981.75
GE CAPITAL	3135 EASTON TURNPIKE FAIRFIELD, CT 06431-0001	80322	\$6,143.00
GILLETT EVERNHAM PERFORMANCE PART	535 C PITTS SCHOOL ROAD CONCORD, NC 28027	60713	\$228,342.73
IMPERIAL MARKETING INC	21238 BRIDGE STREET P O BOX 185 SOUTHFIELD, MI 48037-0185	48808	\$2,592,073.99
JACOBS ENGINEERING GROUP INC	1111 S ARROYO PARKWAY PASADENA, CA 91105	37595	\$213,993.07
JOHANN HALTERMANN LTD	1201 SOUTH SHELTON ROAD CHANNELVIEW, TX 77530	49613	\$593,531.03
KASEY KAHNE RACING LLC	296 CAYUGA DR MOORESVILLE, NC 28115	59013	\$0.00
ORACLE CORPORATION	500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	41496	\$73,431.25
PARK NATIONAL BANK	28 W MADISON STREET OAK PARK, IL 60302	19681	\$5,447.42
PENSKE RACING SOUTH INC	200 PENSKE WAY MOORESVILLE, NC 28117	50022	\$177,058.33
QUAERO CORPORATION	1930 CAMDEN RD CHARLOTTE, NC 28203	58950	\$139,309.00
SALESFORCE COM	1 MARKET ST. SUITE 300 SAN FRANCISCO, CA 94105	60071	\$3,168.00
SAS INSTITUTE	SAS CAMPUS DRIVE CARY, NC 27513	41259	\$360,230.00
SHELL CANADA PRODUCTS LTD	90 SHEPPARD AVENUE EAST SUITE 600 TORONTO, ON M2N6X2 CANADA	86049	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
SUPERB MACHINE REPAIR INC	59180 HAVEN RIDGE RD BOX 480579 NEW HAVEN, MI 48048-0579	67019	\$99,338.06
VIGNETTE	901 S MOPAC EXPWY SUITE 100 AUSTIN, TX 78746	44596	\$73,146.00
VISARA INTERNATIONAL INC	6833 MT HERMAN ROAD MORRISVILLE, NC 27560-9261	24980	\$92,281.47

Exhibit D

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
EXEDY DYNAX AMERICA CORPORATION	1053 2 KOMIOSATSU CHITOSE HOKKAIDO 0668585 JAPAN	56852	\$745.00
HUGO BENZING GMBH & CO KG	DAIMLERSTRASSE 49 53 D 70825 KORNTAL MUNCHINGEN GERMANY	43834	\$23,831.00
WEBASTO FAHRZEUGTECHNIK	2655 PRODUCT DRIVE ROCHESTER HILLS, MI 48309	43515	\$523,507.00

Exhibit E

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
AON CONSULTING HUMAN RESOURCES GRP	3000 TOWN CENTER SUITE 2900 SOUTHFIELD, MI 48075	14907	\$94,854.00
ASHLAND INC	50 E RIVERCENTER BLVD COVINGTON, KY 41012-0391	11560	\$22,483.39
ASI CONSULTING GROUP LLC	38705 SEVEN MILE ROAD SUITE 345 LIVONIA, MI 48152	57928	\$1,500,000.00
CAMERA READY CARS	11161 SLATER AVENUE FOUNTAIN VALLEY, CA 92708	41197	\$621,864.35
CISCO SYSTEMS CAPITAL	170 WEST TASMAN DRIVE SAN JOSE, CA 95134	92487	\$1,065,242.64
CIT FINANCIAL USA INC	1 CIT DRIVE LIVINGSTON, NJ 07039	58962	\$357,434.00
CRASSOCIATES	8580 CINDERBED ROAD SUITE 2400 NEWINGTON, VA 22122	37146	\$0.00
EPITEC GROUP INC THE	24700 NORTHWESTERN HWY SUITE 350 SOUTHFIELD, MI 48075	41013	\$0.00
ESPAS INC	2717 INDUSTRIAL ROW DR TROY, MI 48084	57197	\$2,054,353.63
FAIRMONT SIGN COMPANY	3750 E OUTER DRIVE DETROIT, MI 48234-2900	39077	\$170,437.38
HEWITT ASSOCIATES - MI	101 WEST BIG BEAVER ROAD SUITE 300 TROY, MI 48084	86850	\$377,009.00
HEWLETT PACKARD	200 FOREST AVENUE MARLBORO, MA 01752-3011	31729	\$111,334.73
HEWLETT-PACKARD CANADA LIMITED	200 FOREST AVENUE MARLBORO, MA 01752-3011	48201	\$0.00
HITACHI CAPITAL AMERICAN CORP	800 CONNECTICUT AVE NORWALK, CT 06854	59797	\$39,268.00
IBM	CORP HQ NEW ORDHARD ROAD ARMONK, NY 10504	51218	\$1,563,124.00
INSIGHT DIRECT USA, INC.	6820 SOUTH HARL AVENUE TEMPE, AZ 85283	58620	\$388,237.00
JOHN BEAN TECHNOLOGIES CORP	200 EAST RANDOLPH DRIVE CHICAGO, IL 60601	39363	\$91,939.00
MAHAR TOOL SUPPLY COMPANY INC	112 WILLIAMS STREET PO BOX 1747 SAGINAW, MI 48605	19321	\$6,170,675.00
MICROSOFT CORP	ONE MICROSOFT WAY REDMOND, WA 98052-6399	15623	\$439,055.00
MID SOUTH CONTRACTORS	3110 DEVON ST WINDSOR, ON N8X4L2 CANADA	61063	\$0.00
MORSE ELECTRIC INC	711 S CHIPPEWA AVENUE FREEPORT, IL 61032	57156	\$176,237.53
NIELSEN MEDIA RESEARCH LTD	160 MCNABB STREET MARKHAM, ON L3R4B8 CANADA	59040	\$0.00
PFPR COMMUNICATIONS LTD	7 JAMES WHATMAN COURT TURKEY MILL MAIDSTONE, KENT ME14 5SS UNITED KINGDOM	59870	\$37,982.06

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
QQUEST CORPORATION	26300 FORD RD SUITE 317 DEARBORN HGTS, MI 48127	25766	\$3,368.40
RESOURCE TECHNOLOGIES CORPORATION	431 STEPHENSON HIGHWAY TROY, MI 48083	13149	\$0.00
SIEMENS FINANCIAL	170 WOOD AVE SORPORATE BLVD ISELINWATER, NJ 08830	45483	\$0.00
SUN MICROSYSTEMS INC	901 SAN ANTONIO ROAD PALO ALTO, CA 94303	28543	\$158,311.43
SYNOVA INC	1000 TOWN CTR SUITE 700 SOUTHFIELD, MI 48075	44004	\$0.00
TCF LEASING INC.	11100 WAYZATA BLVD SUITE 801 MINNETONKA, MN 55305	52824	\$0.00
TECHNOLOGY INVESTMENT PARTNERS	3955 PINNACLE CT AUBURN HILLS, MI 48326	52905	\$59,764.58
UPS CAPITAL CORP	29855 SCHOOLCRAFT ROAD LIVONIA, MI 48150	56334	\$47,594.00
WORLD WIDE TECHNOLOGY INC	60 WHELDON PARKWAY MARYLAND HEIGHTS, MO 63043	55763	\$155,962.94

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
JOHN BEAN TECHNOLOGIES CORP 200 EAST RANDOLPH DRIVE CHICAGO, IL 60601	39363	JSTJ800178 JSWJ800086

Exhibit F

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ABC GROUP-CANADA	100 RONSON DRIVE REXDALE, ON M9W1B6 CANADA	41974	\$637,547.00
ASC INC	ONE ASC CENTER SOUTHGATE, MI 48195	77802	\$522,135.00
COLLINS & AIKMAN PRODUCTS CO	150 STEPHENSON HWY TROY, MI 48083	18152	\$197,178.00
CRANE CAMS INC	530 FENTRESS BLVD DAYTONA BEACH, FL 32114	28178	\$5,460.00
NEMAK SA	APDO POSTAL 100 GARZA GARCIA, NL 66221 MEXICO	55020	\$0.00
NEMAK SA	TWO TOWNE SQUARE SUITE 300 SOUTHFIELD, MI 48076	49821	\$17,986,178.00
RIETER AUTOMOTIVE	SCHLOSSTALSTRASSE 43 POSTFACH WINTERTHUR, CHE CH-8406 SWITZERLAND	20973	\$4,605,186.00

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
COLLINS & AIKMAN PRODUCTS CO 150 STEPHENSON HWY TROY, MI 48083	18152	O3505085
		O3505086
		O3505087
		O4505056
		O5505081
		O5505083
		O7564053

Exhibit G

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
3M	2501 HUDSON BLDG 200 4 PO BOX 33800 ST PAUL, MN 55144	96477	\$4,156.60
ANTEC FAHRZEUGTECHNIK GMBH	HERRSCHINGER STRABE 54 82266 INNING GERMANY	37555	\$0.00
CARPET & ACOUSTIC PRODUCTS GMBH	WERK DEUCHENDORF KAPFENBERG 8605 AUSTRIA	19223	\$0.00
CCL INDUSTRIES INC	8801 KEELE STREET CONCORD, ON L4K1B2 CANADA	77790	\$0.00
CONTINENTAL TEVES-CZECH	HRADECKA ULICE 1092 JICIN 50601 CZECH REPUBLIC	29774	\$1,291.12
CUMMINS ENGINE COMPANY INC	500 JACKSON STREET PO BOX 3005 COLUMBUS, IN 47202-3005	58179	\$10,500,000.00
FLEXPAC PRODUCTS LTD	819 FAREWELL AVENUE OSHAWA, ON L1H6N4 CANADA	87585	\$0.00
HOPKINS MANUFACTURING CORPORATION	428 PEYTON EMPORIA, KS 66801-3758	46478	\$0.00
HTP FOHNSDORF GMBH	EUMIGSTRASSE 6 FOHNSDORF A-8753 AUSTRIA	16776	\$815.22
INTL AUTO COMPONENTS GROUP BV	VERLOREN VAN THEMAATWEG 7 AC BORN 6121 RG THE NETHERLANDS	96885	\$37,005.67
LAKE CITY FORGE INC	4150 N WOLCOTT ROAD LAKE CITY, MI 49651	51947	\$0.00
MOMENTIVE PERFORMANCE MATERIALS	2300 MEADOWVALE BLVD MISSISSAUGA, ON L5N5P9 CANADA	23107	\$0.00
MTU DRIVE SHAFTS LLC	MAYBACHPLATZ 1 88045 FRIEDRICHSHAFEN 88045 GERMANY	56621	\$10,645.84
MUERDTER METALL UND	BERGSTRASSE 1 73557 MUTLANGEN GERMANY	58552	\$1,268.61
OEM SYSTEMS	219 W OKLAHOMA AVE OKARCHE, OK 73762	57901	\$602,311.00
OESTERLESER GMBH	SIEMENSSTRABE 6 8 ASPACH 71546 GERMANY	58717	\$215,950.56
PLOMBCO INC	66 EDMOND STREET VALLEYFIELD, QC J6S3E8 CANADA	62182	\$0.00
RIETER AUTOMOTIVE FIMIT SPA	VIA GUIDO ROSSA 1 SANTHIA I-13048 ITALY	29866	\$73,025.77
SOLIGEN 2006	6849 WOODLEY AVE VAN NUYS, CA 91406	24364	\$61,615.35

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
T & W BAUMAN ENTERPRISES INC	7835 HIGHWAY 50 UNITS 18 & 19 WOODBIDGE, ON L4L1A5 CANADA	26636	\$0.00
TCG UNITECH LTH OL D O O	VINCARJE 2 SKOFJA LOKA 4220 SLOVENIA	54253	\$468.67
VULSAY INDUSTRIES INC	35 REGAN ROAD BRAMPTON, ON L7A1B2 CANADA	72214	\$0.00

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
CUMMINS ENGINE COMPANY INC 500 JACKSON STREET PO BOX 3005 COLUMBUS, IN 47202-3005	58179	LIGHT DUTY DIESEL ENGINE SOURCING 2010 1/2 MODEL YEAR, JUNE 22, 2007

Exhibit H

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ALERIS INTERNATIONAL INC	430 WEST GARFIELD AVENUE BOX 139 COLDWATER, MI 490360139	15010	\$361,779.11
FLEXIBLE PRODUCTS	2600 AUBURN COURT AUBURN HILLS, MI 483263201	61368	\$1,019,846.00
HEIDTMAN STEEL PRODUCTS INC	19850 GIBRALTAR ROAD GIBRALTAR, MI 48173	49753	\$250,000.00
mitsui & company u s a inc	200 PARK AVENUE NEW YORK, NY 10166	66215	\$0.00
PERFECT EQUIPMENT INC	1715 JOE B JACKSON MURFREESBORO, TN 37127	75036	\$91,536.19
REGAL STEEL COMPANY	2220 MORRISSEY WARREN, MI 480911895	78170	\$0.00

Exhibit I

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

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
RELIANCE MACHINE COMPANY	4605 S WALNUT STREET MUNCIE, IN 47302-8764	94547	\$777,929.17
ROTOR CLIP COMPANY INC	187 DAVIDSON AVENUE SOMERSET, NJ 08875-0461	78755	\$14,095.11

ADDENDUM

The executory contracts and unexpired leases identified in these Exhibits 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 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 the Exhibits 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 a given Exhibit as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in the Exhibits 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 the Exhibits 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.