

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF NMC CANADA, INC. and
2515080 NOVA SCOTIA COMPANY**

**AFFIDAVIT OF TIMOTHY ZEEB
(sworn September 16, 2013)**

I, Timothy Zeeb, of the City of Birmingham, in the State of Michigan, MAKE OATH AND SAY:

1. I am a Director with Conway MacKenzie, Inc. ("**Conway**"), a consulting firm with significant expertise in automotive restructurings. Conway has been a financial advisor for SKD company, a partnership of NMC Canada, Inc. and 2515080 Nova Scotia Company (collectively "**SKD**") since October of 2008 and was very active leading up to and during SKD's proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**").

2. This affidavit is sworn in response to the affidavit of Mary Ann Kirsch sworn July 19, 2013 (the "**Kirsch Affidavit**"). The Kirsch Affidavit delivered in this proceeding does not set out a comprehensive or fair picture of the financial affairs of SKD and SKD's relationship with its Customers (as defined below) leading up to, and during the term of the Accommodation Agreement (as defined below).

Background

Overview of SKD's Business Operations

3. SKD was primarily a tier-one supplier of metal stampings and welded assemblies to automotive manufacturers in the North American automotive industry. SKD's primary OEM customers were Chrysler Canada Inc. and Chrysler LLC (jointly, "**Chrysler**"), Ford Motor Company ("**Ford**") and Honda of America Mfg., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC. (collectively, "**Honda**") (Chrysler, Ford and Honda are collectively referred to as the "**Customers**"). General Motors Corporation ("**GM**") was also a customer of SKD but had lesser involvement in the CCAA proceeding.

4. SKD was a single source supplier to many of its Customers. As is customary in the North American automotive industry, delivery of parts to the Customers was on a "just-in-time" basis. Delays in meeting production and delivery deadlines could impact upon the operations of SKD's Customers, affecting thousands of jobs and causing millions of dollars in losses.

5. SKD was financed principally under a revolving working capital credit facility extended by Comerica Bank ("**Comerica**"). Comerica's credit facilities were set to mature on December 1, 2008. Comerica held a comprehensive package of security interests over the business and assets of SKD.

6. Commencing in 2006, after years of profitability and growth, SKD began to lose money and, as a result of a confluence of factors affecting both the North American automotive industry and the credit markets at the time, the procurement of replacement financing from a financial institution was becoming extremely difficult.

7. SKD therefore commenced discussions with Comerica regarding SKD's financial and operational challenges, as well as the maturation of Comerica's credit facility. Comerica agreed to forbear upon maturation of its loans, so long as SKD remained within its margin formula and provided that SKD approach its Customers and negotiated interim funding arrangements and an accommodation agreement with its Customers.

8. On October 22, 2008, SKD engaged Conway, and in particular, Mr. Donald MacKenzie, Mr. John Kotas and myself, to assist SKD with a variety of services. These included advising SKD on strategic alternatives, assisting with Customer and lender matters, and assisting with financial analytics and modelling. Conway advised SKD in relation to a restructuring process, assisted with Customer relationships and communications, and assisted with the budgeting and cash flow forecasting necessary in carrying out the terms of the funding arrangements and accommodation agreement with its Customers and Comerica.

9. In late 2008, SKD and Conway initiated discussions with SKD's Customers to apprise them of SKD's circumstances and seek the most beneficial solution for all parties involved. This included the request that they enter into an accommodation agreement with SKD, which, among other things, would provide additional interim operating financing to SKD. During this period, Comerica agreed, on terms, to temporarily forbear from terminating SKD's credit facilities. As Chrysler was SKD's largest Customer, conversations between the parties were commenced in the early half of December 2008 and SKD first met with Chrysler on December 17, 2008.

10. Absent any funding arrangement being entered into with its Customers, SKD would have had no financial means to continue its operations. A precipitous shut-down of SKD would likely affect not only the operations of SKD, but also the operations of SKD's Customers and other

manufacturers up and down the supply chain because of a highly integrated just-in-time supply chain. Such a shut-down would have put the employees of SKD out of work and could well have adversely impacted employees of SKD's suppliers and Customers. Thus, because of the nature of the automotive industry, there needed to be a collaborative effort among SKD, its secured lender and the Customers.

11. This is not a unique situation. As there are a limited number of players in automotive insolvency proceedings in Canada and the US, the need for customer cooperation in an insolvency scenario is well understood by the customers, their legal advisors and their financial advisors. The mechanism of an "accommodation agreement" among a supplier, its lender and its customers has been frequently used in many automotive insolvency cases in the US and Canada as it was in SKD's case. An accommodation agreement is the foundation to an orderly automotive parts supplier restructuring.

Accommodation Agreement

12. For at least four weeks in December 2008 and January 2009, representatives of SKD, Comerica and the Customers were heavily involved in extensive negotiations toward an accommodation agreement. I was involved throughout the negotiations on behalf of Conway as an advisor to SKD. The negotiations resulted in SKD, the Customers and Comerica entering into an accommodation agreement dated January 21, 2009, as amended from time to time (the "**Accommodation Agreement**") (see **Exhibit "B"** of the Kirsch Affidavit).

13. The purpose of the Accommodation Agreement was to benefit all participants, such that:

- a) SKD received the necessary interim funding from its Customers to permit SKD a period of time to operate and to attempt to effect a sale of its business operations to a solvent owner with the prospects of continuing employment for employees of SKD or, failing that, to facilitate an orderly wind-down of the operations of SKD;
- b) Customers protected their supply of parts so as to ensure that their production process was not interrupted by a shutdown of SKD;
- c) Customers also protected their ability to either buy SKD, or certain of its assets, or arrange for alternative parts vendors. To do this, SKD agreed to temporarily ramp up production so as to build “parts banks” to protect the Customers’ parts inventory in case some time was needed to transfer production to new suppliers without disruption. Additionally, in order to re-source production to new suppliers, the Customers would need to take possession of their owned tooling and fixtures. Comerica held security over the real and personal property of SKD, including the specialized equipment required to manufacture many parts using the Customers’ owned tooling. In order to maintain the production of parts and ability to re-source production to new suppliers, it was necessary to ensure that Comerica did not exercise its security rights against the equipment or other assets of SKD. These acknowledgements were part of the Accommodation Agreement; and
- d) For its part, Comerica was content to forbear provided that its position did not erode, which means that Comerica would not suffer dilution in the underlying collateral securing its loans. This meant that there had to be tight controls on

ongoing funding draws by SKD, and that the Customers had to agree to fund any shortfalls beyond Comerica's approved credit limits.

14. The following is a summary of the key issues addressed by the Accommodation Agreement, as is set out in more detail in the First Report (see **Exhibit "A"** of the Kirsch Affidavit):

- a) The terms and conditions under which SKD would continue to supply the Customers during the proceedings;
- b) The terms and conditions under which Comerica would continue to make funding advances to SKD;
- c) The terms pursuant to which Customers would provide funding for SKD's operations during the term of the agreement;
- d) An acknowledgment by the Customers of the basis on which they would pay their pre-filing and post-filing accounts payables owing to SKD, including that the Customers agreed to provide expedited payments in connection with all component parts manufactured and delivered by SKD during the term of the agreement;
- e) Limitations on the extent and manner in which the Customers could assert setoffs against their obligations to SKD;
- f) The terms for dealing with Customer and SKD owned tooling; and

- g) Provisions to assist Customers in transitioning to another vendor should that be necessary, including the terms of which they could purchase Company owned assets.

Limitation of Setoffs - Section 2.6 of the Accommodation Agreement

15. In virtually all automotive restructuring matters in which I have been involved, it is necessary to deal with the risk that the automotive customers could claim a virtually unlimited right to setoff, particularly in the context of what is referred to as “consequential damages” for their production plants and other suppliers being shut down or otherwise harmed. If the customers exercise such a right to setoff and fail to pay amounts needed by the debtor (*ie.* SKD), then the debtor would run out of funds and would be unable to produce the parts required by the customers or to proceed with an orderly restructuring process. This would harm all other stakeholders, including lenders, employees and other creditors.

16. Steel was a major component of SKD’s products. For a large number of its programs, SKD participated in customer steel resale programs, whereby SKD’s Customers purchased steel from steel vendors and sold it to SKD, thus effectively acting as both Customer and steel vendor, even though the actual producer of the steel normally shipped the material to SKD without the customer taking physical possession. The Customer would then deduct the cost of such steel purchases from the amount owing to SKD for the supply of finished parts (“**Steel Contras**”). Prior to and during its CCAA filing, SKD and the Customers (as well as GM and other smaller customers) were participating in customer steel resale programs so that Steel Contras were one of the largest items to be accounted for by SKD in any proposed funding model or cash flow analysis.

17. For several weeks, the parties extensively negotiated the terms of the Accommodation Agreement in connection with the Customers' right to setoff and limitations to such setoff amounts. Ultimately, it was discussed, understood and agreed by all parties to the Accommodation Agreement that it was necessary to agree upon a mechanism to limit the Customers' right to setoff. As part of the limitation of Customer setoff rights, the parties agreed on language contained in paragraph 2.6 of the Accommodation Agreement (see **Exhibit "B"** of the Kirsch Affidavit) which provides, in part:

The parties hereto agree that: ...

(b) in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed in the aggregate, **5% of the paid amount** of any unpaid invoice. [emphasis added]

18. This section of the Accommodation Agreement was much debated. The parties ultimately adopted the term "paid amount" in an attempt to make clear that the right of setoff could only be taken against the amounts actually paid by the Customers to SKD after deducting from their invoices the amounts related to Steel Contrats. This was particularly relevant for SKD because of the size of the anticipated Steel Contrats, and even more so because of the pre-CCAA Steel Contrats that had been recognized by SKD but had not yet been deducted from the Customers' payments to SKD prior to filing.

19. As discussed in further detail below, each of Ford and Honda initially calculated and applied the 5% Professional Fee Setoff based on their net payables (after applying Steel Contrats) in accordance with the Accommodation Agreement. Chrysler, however, did not make a production parts payment to SKD for about six weeks after the entering into of the Accommodation Agreement, due to the claim that Steel Contrats were in excess of parts

payments owing to SKD. When Chrysler did start making payments, they calculated their Professional Fee Setoff as 5% of the gross payables.

Participation Funding and Cashflow Projections

20. Pursuant to the Accommodation Agreement, the funding of operating losses by the Customers (as opposed to the payments to be made by the Customers for goods delivered) was to be made available to SKD through the purchase of subordinated participation units in the Comerica facilities, pursuant to a subordinated participation agreement entered into among SKD, the Customers and GM on January 12, 2009, as amended from time to time (the “**Participation Agreement**”).

21. Participation Funding was to be advanced by the Customers weekly, in advance, in accordance with an agreed budget. The budgets took the form of weekly cash flow projections that were collaboratively prepared by SKD and Conway (the “**Cashflow Projections**”). An example of a Cashflow Projection for March 2009 is attached as **Exhibit “F”** to the Kirsch Affidavit. Each week the Cashflow Projection was then negotiated, often extensively, among the Customers, the Company and the Monitor. The Customers challenged the Company’s assertions that it needed to expend funds on various items so as to try to minimize the Customers’ funding obligations.

22. The Cashflow Projections were prepared based on a number of assumptions, including that Comerica would continue to forebear in requiring repayment in full through to February 28, 2009; that SKD would be able to secure additional advances from Comerica or the Customers as need be; and that Customers would comply with the expedited payments for goods as provided

for under the Accommodation Agreement. (This last assumption proved untrue as Chrysler did not pay for goods provided until March 2009, as discussed in greater detail below).

23. In other words, the Cashflow Projections were not intended to be the final word, nor more than a conservative estimate to express SKD's funding needs for the upcoming weekly budget periods in order to protect continued supply of parts to the Customers. The fact that estimates for Professional Fee Setoffs were shown in a separate entry and were maximized was appropriate from a disclosure point of view and for conservatism purposes. The Cashflow Projections were not intended to be a definitive legal interpretation of the precise terms of the Accommodation Agreement or any legal interpretation for that matter. They could not fairly be understood to mean, as suggested by Ms. Kirsch at paragraphs 10 and 13 of her Affidavit, that setoffs were to be calculated on a "gross" basis. This modelling done by SKD and Conway was always based on estimates and assumptions, not a legal analysis of permitted setoff amounts. And, in any event, if additional funding was required for any reason, that amount would have needed to be funded by the Customers, otherwise the operations would have been discontinued.

Chrysler's Unpaid Receivables

24. For a period of about six weeks following the entering into of the Accommodation Agreement, no amounts were paid by Chrysler for production goods shipped. While Chrysler funded its participation amounts pursuant to the Participation Agreement, it failed to pay for goods delivered to Chrysler during the term of the Accommodation Agreement through to the first week of March. Attached hereto as **Exhibit "A"** is a copy of an email dated February 23, 2009 sent to Douglas Murray of BBK Ltd. ("**BBK**"), the financial advisor to Chrysler, attaching Chrysler's unpaid accounts receivable summary as of February 20, 2009.

25. Chrysler's failure to make timely payments was impacting the cash available for SKD's operations. Despite repeated attempts by SKD and Conway to assist Chrysler with its reconciliation process, SKD determined that it could not continue to extend credit to Chrysler outside of the terms of the Accommodation Agreement. By letter dated March 4, 2009, SKD's counsel, Sheryl Siegel, requested payment of Chrysler's unpaid receivables, a copy of this letter is attached as **Exhibit "B"**.

26. By letter dated March 5, 2009, Chrysler's counsel, Craig Hill responded to Ms. Siegel's letter, a copy of this letter is attached as **Exhibit "C"**.

Chrysler Applies the 5% Setoff Incorrectly

27. In March of 2009, when Chrysler started to make payments for goods delivered under the Accommodation Agreement, Chrysler asserted that it was entitled to 5% setoff for Professional Fee Setoffs based on the gross invoice prices charged by SKD, rather than the agreed upon limit of 5% of the amount Chrysler was required to actually pay to SKD (after applying Steel Contrats). Attached as **Exhibit "D"** is a copy of remittance advice received for the payment made on March 20, 2009. In this payment, Chrysler not only applied the 5% setoff against gross payables to the March 20, 2009 invoice, but also to prior payments made on January 20, March 5 and March 6, 2009, where it had previously not deducted any setoff amounts.

28. Having realized that Chrysler had calculated the 5% setoff limit incorrectly, I immediately wrote to Doug Murray of BBK requesting that he review the Chrysler payment summary of March 20, 2009, as this was the first payment made by Chrysler that allowed SKD to understand how Chrysler was calculating the setoff amounts. A copy of this email dated March 26, 2009 is attached as **Exhibit "E"**.

29. After multiple telephone conversations without resolution, on April 24, 2009, I wrote to Doug Murray summarizing SKD's position and seeking clarification as to why Chrysler had been applying the 5% setoff against the gross payables. A copy of my email to Mr. Murray dated April 24, 2009 is attached as **Exhibit "F"**:

It has been brought to my attention by SKD that Chrysler has been taking a 5% setoff against the gross AR rather than the AR to be paid after steel contras. As I believe it was everyone's intent and understanding in the drafting of section 2.6 of the Accommodation Agreement (specific section referenced below) that the 5% setoff is to be taken against the net AR to be paid, can you please advise why this action is being taken by Chrysler.

"in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any unpaid invoice"

I appreciate your prompt feedback as to this matter considering the significance of the setoffs taken and material change in direction with regards to the approach towards section 2.6 of the AA.

30. Shortly thereafter, I spoke with Doug Murray wherein he communicated to me that the decision to interpret section 2.6 of the Accommodation Agreement in this manner came from specific directions from Chrysler's counsel.

31. By email dated April 28, 2009, there was an exchange of emails among counsel wherein counsel discussed the issue of the 5% setoff as follows. A copy of this email is attached as **Exhibit "G"**:

Joe Latham, counsel for the Monitor, wrote as follows:

Craig: on Friday, you and I briefly discussed the issue of the calculation of 5% for Allowed Setoffs. There continues to be an issue as to whether it is 5% of the gross payables, or 5% of the net payables. Your reaction was net. Is that your view? We believe that, on the wording of the Accommodation Agreement, it should be calculated on the net amount.

Craig Hill, counsel for Chrysler, responded as follows:

Joe: I think my reaction was that I did not understand why this was an issue now as I assumed that someone had been applying the setoff for the past 4 months (net or gross, I have not been privy to, or cared as long as I did not hear about it) and that I did not see why what was happening in the past was any different. I think I said that I thought it had been applied as net, but to be candid I have not looked at the Accommodation Agreement.

Is something being done differently or has this not come up before

Relationship with Other Customers

32. Throughout the CCAA proceedings until the cessation of SKD's operations, Ford and GM calculated their respective limits for Professional Fee Setoffs on the net amount paid (net of Steel Contrás) as agreed in the Accommodation Agreement. Where one of SKD's Customers did not apply the setoff amount against the net payables, SKD or Conway promptly communicated to the Customer that such payment was not in accordance with the Accommodation Agreement.

33. For example, in late January, SKD and Ford were resolving issues relating to Ford's payment. On January 29, 2009, I wrote to Abe Ryder of Grant Thornton LLP, financial advisor of Ford, with my concerns that Ford appeared to inadvertently apply the Professional Fee Setoffs of the gross payables, which was not in line with the Accommodation Agreement. Mr. Ryder, on behalf of Ford, acknowledged this mistake and, on February 3, 2009, Ford wired funds to correct this discrepancy. A copy of these emails with Mr. Ryder correcting this error are attached as **Exhibit "H"**.

34. With respect to Honda, Honda originally calculated its limit for Professional Fee Setoffs based on the net amount to be paid after applying Steel Contrás as agreed. For example, attached hereto as **Exhibit "I"** is a copy of Honda's remittance advise for the payment dated January 26, 2009. However, on learning of Chrysler's position of this provision, Honda changed its methodology and made a retroactive adjustment and deducted the 5% setoff on the gross payables so as to be in line with Chrysler.

35. By email dated April 28, 2009, a copy of which is attached as **Exhibit "J"**, Honda for the first time adopted the incorrect manner of calculating its setoff limit. Prior to this April 28 payment, I was notified by SKD that this was to take place per SKD's communications with Honda. Upon learning of this payment, I promptly wrote to Bryan Clay, Manager of Supplier Financial Stability, an employee of Honda, summarizing SKD's position and seeking clarification as to why Honda was planning to apply the 5% setoff against the gross payables. Attached hereto as **Exhibit "K"** is a copy of an email sent to Bryan Clay dated April 24, 2009.

36. On April 29, 2009, I spoke with Mr. Clay who advised me that Honda started applying the 5% setoff on a gross basis contrary to its approach up until that time at the direction of Mark Schumacher of BBK, who served as consultant for both Honda and Chrysler.

Specific Comments on the Kirsch Affidavit

37. Although there are several issues raised in the Kirsch Affidavit which do not reflect my recollections, I do not propose to deal with them all in this affidavit. Rather, I respond to matters that specifically deal with Conway and myself. My failure to specifically object should not be taken to be tacit agreement with anything said by Ms Kirsch.

38. In paragraph 9, Ms. Kirsch makes reference to a copy of an email I sent to Comerica, the Customers and SKD on January 5, 2009 which attaches an updated draft of the "SKD Funding Comparison" (see **Exhibit "C"** of the Kirsch Affidavit).

39. Ms. Kirsch has taken this email and attachment out of context. Ms. Kirsch is completely incorrect in suggesting at paragraph 15 of her affidavit that the notes on the Canada Funding

Comparison were intended to mean that the 5% setoff limit was to be calculated as a percentage gross receipts.

40. When this document was created, the parties were not then discussing the Professional Fee Setoffs in terms of a percentage of net or gross payables. At the time that this draft was circulated, the parties were instead discussing the setoff in terms of a monthly fixed dollar cap. The use of 5% was a pure assumption used for modelling purposes, used to ensure conservatism and some relation to what might be industry norms, while the fixed cap on setoffs was negotiated. It was not an indication of an agreement or in any way a reflection of the on-going negotiations as at that time. Attached hereto as **Exhibit "L"** to my affidavit are copies of emails dated January 4, 2009 and January 6, 2009 wherein the parties circulated comments on various drafts of the "SKD Funding Comparison."

41. In paragraph 10, Ms. Kirsch makes reference to an 18-week cash flow forecast prepared by SKD (attached to the Kirsch Affidavit as **Exhibit "D"**). As noted above, Cashflow Projections were modelled based on a variety of economic assumptions some of which turned out to be more correct and others less so. As defined by the Accommodation Agreement, Permitted Setoff limits were not modelled by SKD or Conway. Ms. Kirsch is incorrect if she is suggesting that the estimates used in the Cashflow Projections are indicative of an interpretation of the Accommodation Agreement in regards to the manner of calculating Professional Fee Setoffs.

42. Further, in paragraph 13 of the Kirsch Affidavit, Ms. Kirsch makes reference to Exhibit "A" to the Second Amendment, a weekly cash flow projection (attached to the Kirsch Affidavit as **Exhibit "F"**) and notes that, although there is a line described as "Net Customer Setoff 5%",

the line is calculated as a percentage of gross cash inflows. I reiterate my comments above that the Cashflow Projections were always modelled based on assumptions and estimates, not permitted setoff amounts.

43. As noted above, one reason that the estimates used 5% of gross anticipated receipts was because, at the time the Cashflow Projection format was created, SKD did not know when or how much it would be paid (another assumption) and the modelling was done conservatively, as discussed in paragraphs 22 and 23 of my affidavit above. SKD needed funding from its Customers and knew that its Cashflow Projections were being aggressively reviewed and negotiated by them. SKD and Conway were always concerned to show the maximum funding that it might need knowing that the timing of cash inflows was uncertain and the Customers would try to cut back on request for funding that it made.

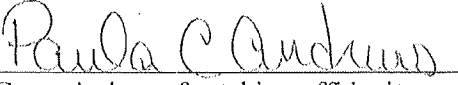
44. Further, if the modelling had assumed setoffs were applied to gross receipts, it could have shown SKD owing monies to certain Customers in various periods and a cash outflow to those Customers due to Steel Contrats incurred but not deducted prior to filing. That would not have been useful for modelling SKD's cashflow needs going forward. The purpose of the Cashflow Projections was to set out an estimate of the company's cash needs, and not to resolve legal interpretations as Chrysler now seeks to do with hindsight.

45. Finally, in paragraph 14, Ms. Kirsch makes reference to an email that I sent to Alicia Masse of BBK dated March 5, 2009. The Kirsch Affidavit has been selective in what she has included, leaving the impression that I am stating something that I did not, in fact, state. The email concerns an amount owing to SKD and specifically how much would be paid by Chrysler to SKD. In my email where I confirm that the payment of \$2.4mm is a gross amount, I am


simply confirming an earlier telephone discussion between Ms. Masse and myself, during which she informed me that there would be no setoff whatsoever taken by Chrysler with respect to the \$2.4mm amount under discussion that was to be released to SKD (and, in fact, no setoff, was taken by Chrysler until March 20, 2009, albeit incorrectly, as noted in paragraph 27). I was not writing about the formula for calculating the limit of Professional Fee Setoffs from ongoing payables under article 2.6 of the Accommodation Agreement at all. There was some confusion of the amount of the lump sum payment being wired from Chrysler and the purpose of my email was to confirm the correct amount. Attached hereto as **Exhibit "M"** to my affidavit is a copy of the entire email exchange highlighting that the parties were confirming the wire transfer figure that was to be sent in respect of Chrysler's payment.

46. Based on all of the foregoing, it is my belief that it was always understood and agreed to by parties to the Accommodation Agreement that the 5% limit for Professional Fee Setoffs was to be calculated against the net amount of an invoice paid after the application of Steel Contrats. The purpose of the Cashflow Projections was to set out an estimate of SKD's cash needs for the upcoming weekly budget period in order to protect continued supply of parts to the Customers and not to resolve legal interpretations as Chrysler now seeks to do with hindsight.

SWORN BEFORE ME at the City of
City of Birmingham, in the State of
Michigan, on September 16, 2013.


Commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Oakland


Timothy Zeeb

A

This is Exhibit "A" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C. Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Oakland

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Monday, February 23, 2009 4:40 PM
To: 'Douglas Murray'
Cc: 'Williams, John T.; Robert F. Kolb; 'jpk@c-m-d.com'; 'LBezner@RSMRichter.com'
Subject: RE: SKD - Chrysler AR Owing

Doug --

Also, could you please provide Chrysler's system records to SKD as soon as possible so that they can understand the gap.

Thank you,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

From: Tim R. Zeeb
Sent: Monday, February 23, 2009 3:28 PM
To: Douglas Murray
Cc: Williams, John T.; Robert F. Kolb; 'jpk@c-m-d.com'; LBezner@RSMRichter.com
Subject: SKD - Chrysler AR Owing

Doug --

Attached, please find the SKD records for amounts owing but unpaid by Chrysler for net production receivables. This report is updated as of Friday, February 20 and supporting detail for both AR and Contras is included for each SKD location. The total converted to USD is over \$1.7mm.

As we have discussed, the lack of payment from Chrysler for parts that have been shipped to Chrysler by SKD is not acceptable. Please advise of what steps are being taken to make prompt payment to SKD for parts shipped to Chrysler.

Regards,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

*SKD Automotive Group
Chrysler Unpaid Accounts Receivable Summary
As of February 20, 2009*

<u>Plant</u>	<u>Currency</u>		<u>AR</u>	<u>Contras</u>	<u>Net Owing</u>
Brampton	CAD	\$	5,780,171	\$ (3,906,490)	\$ 1,873,681
Milton	CAD		6,194,146	(5,971,263)	222,883
Jonesville	USD		1,643,018	(1,990,268)	(347,250)
Mexico	USD		890,165	(496,096)	394,069
<hr/>					
Total	CAD	\$	11,974,317	\$ (9,877,753)	\$ 2,096,564
Total	USD	\$	2,533,183	\$ (2,486,364)	\$ 46,819
Total	Converted to USD	\$	12,112,637	\$ (10,388,566)	\$ 1,724,071

Assumed CAD to USD Exchange Rate 0.80
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Note: Contras include unvouchered amounts
Note: All amounts exclude Tooling

B

This is Exhibit "B" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

Lang Michener LLP

Lawyers – Patent & Trade Mark Agents

Brookfield Place, 181 Bay Street, Suite 2500
P.O. Box 747
Toronto ON M5J 2T7
Canada

Telephone: 416-360-8600
Facsimile: 416-365-1719

Reply to:
Sheryl Seigel
Direct: 416-307-4063
sseigel@langmichener.ca

VIA E-MAIL

March 4, 2009

Borden Ladner Gervais LLP
Scotia Plaza
40 King Street W.
Toronto, Ontario
M5H 3Y4

Attention: Mr. Craig J. Hill

Dear Sirs:

**Re: SKD Company (“SKD” and together with its affiliates, the “SKD Group”)
and Chrysler Canada Inc., Chrysler LLC and Chrysler Motors LLC
(collectively, “Chrysler”)**

We are writing in relation to the accounts receivable that are due and owing by Chrysler to SKD, as per the attached schedule (“Chrysler Receivables”). This letter follows up on the numerous communications that SKD and Conway Mackenzie, Inc. (“CMD”) have had with Chrysler and BBK regarding the Chrysler Receivables.

I am told that Chrysler has been provided with:

- detailed invoice listings;
- detailed contra listings; and
- summaries of the net accounts receivable position of Chrysler, taking into account steel contra balances, on a plant by plant basis.

SKD and CMD have responded to any information requests by Chrysler. CMD has also provided information on the Chrysler Receivables to BBK to attempt to facilitate their resolution.

Despite the considerable efforts that have been made by SKD and CMD, the Chrysler Receivables remain unpaid. Other than a payment received this week for bank build parts in the

amount of Cdn\$891,923, we understand that no amounts have been paid for parts delivered to Chrysler during the term of the Accommodation Agreement.

Chrysler cannot reasonably expect SKD to continue to supply parts, without being assured of payment. Chrysler's failure to make timely payment is impacting on the cash available for SKD's operations. SKD has repeatedly attempted to assist Chrysler with its internal reconciliation process. It remains willing to do this. SKD is not in a position, however, to continue to extend credit to Chrysler in circumstances where SKD has no confidence that it will be paid.

Effective immediately and, in accordance with section 3.3 of the Accommodation Agreement, SKD is discontinuing shipment of parts that are subject to any bank build arrangements, although it will not immediately cease production of bank builds in process. Effective 10:00 a.m. (eastern) on March 5, 2009, SKD will also discontinue its supply of parts to Chrysler for regularly scheduled production, unless the current portion of the Chrysler Receivables in the amount of US\$2,439,391 (the "Overdue Amount") has by then been received. SKD is prepared to discuss with Chrysler arrangements to be put in place, following payment of the Overdue Amount, to accommodate Chrysler's need for continued supply and SKD's need to ensure that it is paid for parts supplied to Chrysler, including any security deposit (or similar) arrangements to ensure that SKD does not have exposure to Chrysler.

We are hoping that the parties can work together to quickly resolve these issues.

Yours truly,

Lang Michener LLP



Per: Sheryl E. Seigel

cc. John Chen
Vytas Ambutas
John P. Kotas
Timothy Zeeb
Bobby Kofman
Joseph Latham

*SKD Automotive Group
Chrysler Unpaid Accounts Receivable Summary
As of February 27, 2009*

Plant	Currency	AR	Contras	Bank Build Payments	Net Owing
Brampton	CAD	\$ 6,911,246	\$ (3,980,150)	\$ -	\$ 2,931,096
Milton	CAD	8,604,605	(6,337,230)	(891,932)	\$ 1,375,443
Jonesville	USD	1,919,777	(2,216,468)	-	\$ (296,692)
Mexico	USD	1,010,682	(354,859)	-	\$ 655,823
Total	CAD	\$ 15,515,851	\$ (10,317,380)	\$ (891,932)	\$ 4,306,538
Total	USD	\$ 2,930,459	\$ (2,571,328)	\$ -	\$ 359,132
Total	Converted to USD	\$ 15,343,139	\$ (10,825,232)	\$ (713,546)	\$ 3,804,362

Assumed CAD to USD Exchange Rate 0.80
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Note: Amounts Exclude Tooling

OVER 10 DAYS OLD

Plant	Currency	AR	Contras	Bank Build Payments	Net Owing
Brampton	CAD	\$ 5,834,028	\$ (3,653,863)		\$ 2,180,165
Milton	CAD	6,555,946	(6,329,074)		\$ 226,873
Jonesville	USD	1,704,465	(2,014,264)		\$ (309,799)
Mexico	USD	931,837	(108,277)		\$ 823,560
Total	CAD	\$ 12,389,974	\$ (9,982,937)	\$ -	\$ 2,407,037
Total	USD	\$ 2,636,302	\$ (2,122,541)	\$ -	\$ 513,761
Total	Converted to USD	\$ 12,548,281	\$ (10,108,890)	\$ -	\$ 2,439,391

Assumed CAD to USD Exchange Rate 0.80
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Note: Amounts Exclude Tooling

Note: Bank Build payments not considered in over 10 day calculation as they were on invoices less than 10 days old

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	P U	BALANCE	Over 10	under 10
									P I		21/02/2009	
300000	CHRYSLER LLC	05089212	23/09/2008							1,113.15	CAD	1113.15
300000	CHRYSLER LLC	05089306	12/11/2008					18.17		18.17	CAD	18.17
300000	CHRYSLER LLC	05090101	19/11/2008				18.17	10,059.59		10,059.59	CAD	10059.59
300000	CHRYSLER LLC	05090406	28/11/2008				63.61			63.61	CAD	63.61
300000	CHRYSLER LLC	05090433	01/12/2008			734.80				734.80	CAD	734.80
300000	CHRYSLER LLC	05090439	01/12/2008			2,460.75				2,460.75	CAD	2460.75
300000	CHRYSLER LLC	05090440	01/12/2008			10,626.70				10,626.70	CAD	10626.70
300000	CHRYSLER LLC	05090441	01/12/2008			1,453.87				1,453.87	CAD	1453.87
300000	CHRYSLER LLC	05090442	01/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090443	01/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090444	01/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090454	01/12/2008			10,790.33				10,790.33	CAD	10790.33
300000	CHRYSLER LLC	05090475	01/12/2008			21,787.82				21,787.82	CAD	21787.82
300000	CHRYSLER LLC	05090481	01/12/2008			15,776.51				15,776.51	CAD	16776.51
300000	CHRYSLER LLC	05090485	02/12/2008			2,460.75				2,460.75	CAD	2460.75
300000	CHRYSLER LLC	05090486	02/12/2008			13,460.48				13,460.48	CAD	13460.48
300000	CHRYSLER LLC	05090487	02/12/2008			1,453.87				1,453.87	CAD	1453.87
300000	CHRYSLER LLC	05090488	02/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090489	02/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090490	02/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090491	02/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090520	02/12/2008			21,813.26				21,813.26	CAD	21813.26
300000	CHRYSLER LLC	05090533	02/12/2008			15,333.59				15,333.59	CAD	15333.59
300000	CHRYSLER LLC	05090500	03/12/2008			734.80				734.80	CAD	734.80
300000	CHRYSLER LLC	05090501	03/12/2008			5,374.79				5,374.79	CAD	6374.79
300000	CHRYSLER LLC	05090522	03/12/2008			627.52				627.52	CAD	627.52
300000	CHRYSLER LLC	05090523	03/12/2008			2,460.75				2,460.75	CAD	2460.75
300000	CHRYSLER LLC	05090524	03/12/2008			13,460.48				13,460.48	CAD	13460.48
300000	CHRYSLER LLC	05090525	03/12/2008			1,453.87				1,453.87	CAD	1453.87
300000	CHRYSLER LLC	05090526	03/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090527	03/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090528	03/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090529	03/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090540	03/12/2008			10,790.33				10,790.33	CAD	10790.33
300000	CHRYSLER LLC	05090553	03/12/2008			18,708.67				18,708.67	CAD	18708.67
300000	CHRYSLER LLC	05090576	03/12/2008			8,764.95				8,764.95	CAD	8764.95
300000	CHRYSLER LLC	05090565	04/12/2008			627.52				627.52	CAD	627.52
300000	CHRYSLER LLC	05090566	04/12/2008			14,168.93				14,168.93	CAD	14168.93
300000	CHRYSLER LLC	05090567	04/12/2008			1,453.87				1,453.87	CAD	1465.87
300000	CHRYSLER LLC	05090568	04/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090569	04/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090570	04/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090571	04/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090588	04/12/2008			21,787.82				21,787.82	CAD	21787.82
300000	CHRYSLER LLC	05090590	04/12/2008			85.97				85.97	CAD	85.97
300000	CHRYSLER LLC	05090611	04/12/2008			14,912.65				14,912.65	CAD	14912.65
300000	CHRYSLER LLC	05090613	05/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090614	05/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090615	05/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090616	05/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090620	05/12/2008			9,591.41				9,591.41	CAD	9591.41
300000	CHRYSLER LLC	05090621	05/12/2008			9,715.47				9,715.47	CAD	9715.47
300000	CHRYSLER LLC	05090632	08/12/2008			1,976.57				1,976.57	CAD	1976.57
300000	CHRYSLER LLC	05090678	08/12/2008			1,503.46				1,503.46	CAD	1603.46
300000	CHRYSLER LLC	05090682	08/12/2008			12,043.59				12,043.59	CAD	12043.59
300000	CHRYSLER LLC	05090683	08/12/2008			7,343.97				7,343.97	CAD	7343.97
300000	CHRYSLER LLC	05090675	09/12/2008			988.28				988.28	CAD	988.28
300000	CHRYSLER LLC	05090716	09/12/2008			973.16				973.16	CAD	973.16
300000	CHRYSLER LLC	05090717	09/12/2008			13,460.48				13,460.48	CAD	13460.48
300000	CHRYSLER LLC	05090718	09/12/2008			2,907.74				2,907.74	CAD	2907.74
300000	CHRYSLER LLC	05090719	09/12/2008			1,113.16				1,113.16	CAD	1113.16
300000	CHRYSLER LLC	05090736	09/12/2008			17,446.46				17,446.46	CAD	17446.46
300000	CHRYSLER LLC	05090722	10/12/2008			988.28				988.28	CAD	988.28
300000	CHRYSLER LLC	05090765	10/12/2008			627.52				627.52	CAD	627.52
300000	CHRYSLER LLC	05090756	10/12/2008			11,335.14				11,335.14	CAD	11335.14
300000	CHRYSLER LLC	05090767	10/12/2008			1,453.87				1,453.87	CAD	1453.87
300000	CHRYSLER LLC	05090768	10/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090774	10/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090781	11/12/2008			2,058.78				2,058.78	CAD	2058.78
300000	CHRYSLER LLC	05090815	11/12/2008			527.52				527.52	CAD	527.52
300000	CHRYSLER LLC	05090818	11/12/2008			71.64				71.64	CAD	71.64
300000	CHRYSLER LLC	05090818	11/12/2008			2,125.34				2,125.34	CAD	2125.34
300000	CHRYSLER LLC	05090828	12/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090829	12/12/2008			818.16				818.16	CAD	818.16
300000	CHRYSLER LLC	05090840	12/12/2008			1,855.84				1,855.84	CAD	1855.84
300000	CHRYSLER LLC	05090841	12/12/2008			11,477.80				11,477.80	CAD	11477.80
300000	CHRYSLER LLC	05090842	12/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090860	12/12/2008			19,084.94				19,084.94	CAD	19084.94
300000	CHRYSLER LLC	05090861	15/12/2008			1,469.60				1,469.60	CAD	1469.60
300000	CHRYSLER LLC	05090862	15/12/2008			988.28				988.28	CAD	988.28
300000	CHRYSLER LLC	05090879	16/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090881	15/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090883	15/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090884	15/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090885	16/12/2008			14,387.11				14,387.11	CAD	14387.11
300000	CHRYSLER LLC	05090895	16/12/2008			2,460.75				2,460.75	CAD	2460.75
300000	CHRYSLER LLC	05090896	15/12/2008			1,977.75				1,977.75	CAD	1977.75
300000	CHRYSLER LLC	05090908	15/12/2008			21,787.82				21,787.82	CAD	21787.82
300000	CHRYSLER LLC	05090910	15/12/2008			16,152.78				16,152.78	CAD	16152.78
300000	CHRYSLER LLC	05090993	16/12/2008			3,604.63				3,604.63	CAD	3604.63
300000	CHRYSLER LLC	05090820	16/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090827	16/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090935	16/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090938	16/12/2008			445.64				445.64	CAD	445.64
300000	CHRYSLER LLC	05090942	16/12/2008			14,476.08				14,476.08	CAD	14476.08
300000	CHRYSLER LLC	05090946	16/12/2008			21,787.82				21,787.82	CAD	21787.82
300000	CHRYSLER LLC	05090950	16/12/2008			12,189.00				12,189.00	CAD	12189.00
300000	CHRYSLER LLC	05090953	16/12/2008			14,538.72				14,538.72	CAD	14538.72
300000	CHRYSLER LLC	05090957	16/12/2008			9,347.53				9,347.53	CAD	9347.53
300000	CHRYSLER LLC	05090933	17/12/2008			1,826.31				1,826.31	CAD	1826.31
300000	CHRYSLER LLC	05090934	17/12/2008			668.48				668.48	CAD	668.48
300000	CHRYSLER LLC	05090963	17/12/2008			12,189.00				12,189.00	CAD	12189.00
30000												

300000	CHRYSLER LLC	05091142	20/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091147	20/01/2009	17,446.46	17,446.46	CAD	17446.46	0
300000	CHRYSLER LLC	05091143	21/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091144	21/01/2009	7,269.36	7,269.36	CAD	7269.36	0
300000	CHRYSLER LLC	05091146	21/01/2009	1,835.99	1,835.99	CAD	1835.99	0
300000	CHRYSLER LLC	05091150	21/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091151	21/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091152	21/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091155	21/01/2009	568.48	568.48	CAD	568.48	0
300000	CHRYSLER LLC	05091156	21/01/2009	7,354.27	7,354.27	CAD	7354.27	0
300000	CHRYSLER LLC	05091178	21/01/2009	11,989.26	11,989.26	CAD	11989.26	0
300000	CHRYSLER LLC	05091190	21/01/2009	15,203.14	15,203.14	CAD	15203.14	0
300000	CHRYSLER LLC	05091146	22/01/2009	14,475.08	14,475.08	CAD	14475.08	0
300000	CHRYSLER LLC	05091179	22/01/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091180	22/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091181	22/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091182	22/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091212	22/01/2009	15.56	15.56	CAD	15.56	0
300000	CHRYSLER LLC	05091213	22/01/2009	14.33	14.33	CAD	14.33	0
300000	CHRYSLER LLC	05091184	23/01/2009	17,803.24	17,803.24	CAD	17803.24	0
300000	CHRYSLER LLC	05091199	23/01/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091200	23/01/2009	14,475.08	14,475.08	CAD	14475.08	0
300000	CHRYSLER LLC	05091201	23/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091202	23/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091203	23/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091204	23/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091205	23/01/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091231	23/01/2009	8,392.48	8,392.48	CAD	8392.48	0
300000	CHRYSLER LLC	05091238	23/01/2009	4,922.56	4,922.56	CAD	4922.56	0
300000	CHRYSLER LLC	05091240	23/01/2009	21,787.82	21,787.82	CAD	21787.82	0
300000	CHRYSLER LLC	05091246	23/01/2009	45,492.83	45,492.83	CAD	45492.83	0
300000	CHRYSLER LLC	05091248	23/01/2009	52,678.08	52,678.08	CAD	52678.08	0
300000	CHRYSLER LLC	05091249	23/01/2009	35,228.72	35,228.72	CAD	35228.72	0
300000	CHRYSLER LLC	05091250	23/01/2009	1,350.11	1,350.11	CAD	1350.11	0
300000	CHRYSLER LLC	05091251	23/01/2009	9,347.53	9,347.53	CAD	9347.53	0
300000	CHRYSLER LLC	05091262	23/01/2009	18,470.03	18,470.03	CAD	18470.03	0
300000	CHRYSLER LLC	05091253	23/01/2009	10,114.51	10,114.51	CAD	10114.51	0
300000	CHRYSLER LLC	05091254	23/01/2009	8,368.36	8,368.36	CAD	8368.36	0
300000	CHRYSLER LLC	05091228	26/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091229	26/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091234	26/01/2009	501.16	501.15	CAD	501.15	0
300000	CHRYSLER LLC	05091237	26/01/2009	988.28	988.28	CAD	988.28	0
300000	CHRYSLER LLC	05091252	26/01/2009	9,591.41	9,591.41	CAD	9591.41	0
300000	CHRYSLER LLC	05091275	26/01/2009	18,708.67	18,708.67	CAD	18708.67	0
300000	CHRYSLER LLC	05091285	26/01/2009	19,976.16	19,976.16	CAD	19976.16	0
300000	CHRYSLER LLC	05091230	27/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091232	27/01/2009	14,475.08	14,475.08	CAD	14475.08	0
300000	CHRYSLER LLC	05091233	27/01/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091260	27/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091261	27/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091263	27/01/2009	40,355.07	40,355.07	CAD	40355.07	0
300000	CHRYSLER LLC	05091266	27/01/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091267	27/01/2009	527.52	527.52	CAD	527.52	0
300000	CHRYSLER LLC	05091310	27/01/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091320	27/01/2009	18,708.67	18,708.67	CAD	18708.67	0
300000	CHRYSLER LLC	05091320	27/01/2009	5,961.40	5,961.40	CAD	5961.4	0
300000	CHRYSLER LLC	05091290	28/01/2009	1,453.87	1,453.87	CAD	1463.87	0
300000	CHRYSLER LLC	05091291	28/01/2009	1,055.04	1,055.04	CAD	1055.04	0
300000	CHRYSLER LLC	05091292	28/01/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091293	28/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091294	28/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091295	28/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091298	28/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091297	28/01/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091303	28/01/2009	734.80	734.80	CAD	734.8	0
300000	CHRYSLER LLC	05091304	28/01/2009	2,748.51	2,748.51	CAD	2748.51	0
300000	CHRYSLER LLC	05091328	28/01/2009	10,790.33	10,790.33	CAD	10790.33	0
300000	CHRYSLER LLC	05091329	28/01/2009	8,588.88	8,588.88	CAD	8588.88	0
300000	CHRYSLER LLC	05091334	28/01/2009	21,787.82	21,787.82	CAD	21787.82	0
300000	CHRYSLER LLC	05091341	28/01/2009	9,628.81	9,628.81	CAD	9628.81	0
300000	CHRYSLER LLC	05091342	29/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091343	29/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091344	29/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091345	29/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091351	29/01/2009	12.10	12.10	CAD	12.1	0
300000	CHRYSLER LLC	05091352	29/01/2009	14.33	14.33	CAD	14.33	0
300000	CHRYSLER LLC	05091362	29/01/2009	18,708.67	18,708.67	CAD	18708.57	0
300000	CHRYSLER LLC	05091368	29/01/2009	16,496.06	16,496.06	CAD	16496.06	0
300000	CHRYSLER LLC	05091353	30/01/2009	734.80	734.80	CAD	734.8	0
300000	CHRYSLER LLC	05091369	30/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091373	30/01/2009	973.16	973.16	CAD	973.16	0
300000	CHRYSLER LLC	05091374	30/01/2009	1,113.15	1,113.15	CAD	1113.15	0
300000	CHRYSLER LLC	05091375	30/01/2009	10,790.33	10,790.33	CAD	10790.33	0
300000	CHRYSLER LLC	05091378	30/01/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091386	30/01/2009	21,787.82	21,787.82	CAD	21787.82	0
300000	CHRYSLER LLC	05091391	30/01/2009	8,528.34	8,528.34	CAD	8528.34	0
300000	CHRYSLER LLC	05091393	30/01/2009	2,932.19	2,932.19	CAD	2932.19	0
300000	CHRYSLER LLC	05091395	30/01/2009	452.24	452.24	CAD	452.24	0
300000	CHRYSLER LLC	05091397	30/01/2009	319.72	319.72	CAD	319.72	0
300000	CHRYSLER LLC	05091400	30/01/2009	12,486.42	12,486.42	CAD	12486.42	0
300000	CHRYSLER LLC	05091402	30/01/2009	2,461.28	2,461.28	CAD	2461.28	0
300000	CHRYSLER LLC	05091404	30/01/2009	7,894.40	7,894.40	CAD	7894.4	0
300000	CHRYSLER LLC	05091407	30/01/2009	6,545.31	6,545.31	CAD	6545.31	0
300000	CHRYSLER LLC	05091416	30/01/2009	20,023.80	20,023.80	CAD	20023.8	0
300000	CHRYSLER LLC	05091385	02/02/2009	2,748.61	2,748.61	CAD	2748.51	0
300000	CHRYSLER LLC	05091423	02/02/2009	1,055.04	1,055.04	CAD	1055.04	0
300000	CHRYSLER LLC	05091424	02/02/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091426	02/02/2009	512.00	512.00	CAD	512	0
300000	CHRYSLER LLC	05091428	02/02/2009	14,475.08	14,475.08	CAD	14475.08	0
300000	CHRYSLER LLC	05091449	03/02/2009	627.52	627.52	CAD	627.52	0
300000	CHRYSLER LLC	05091450	03/02/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091451	03/02/2009	36.35	36.35	CAD	36.35	0
300000	CHRYSLER LLC	05091456	03/02/2009	8,362.98	8,362.98	CAD	8362.98	0
300000	CHRYSLER LLC	05091457	04/02/2009	1,893.97	1,893.97	CAD	1893.97	0
300000	CHRYSLER LLC	05091450	04/02/2009	734.80	734.80	CAD	734.8	0
300000	CHRYSLER LLC	05091451	04/02/2009	988.28	988.28	CAD	988.28	0
300000	CHRYSLER LLC	05091483	04/02/2009	2,907.74	2,907.74	CAD	2907.74	0
300000	CHRYSLER LLC	05091484	04/02/2009	1,055.04	1,055.04	CAD	1055.04	0
300000	CHRYSLER LLC	05091482	04/02/2009	13,908.80	13,908.80	CAD	13808.8	0
300000	CHRYSLER LLC	05091483	04/02/2009	9,843.07	9,843.07	CAD	9843.07	0
300000	CHRYSLER LLC	05091490	04/02/2009	15,743.51	15,743.51	CAD	15743.51	0
300000	CHRYSLER LLC	05091503	05/02/2009	41.08	41.08	CAD	41.08	0
300000	CHRYSLER LLC	05091514	05/02/2009	2,360.64	2,360.64	CAD	2360.64	0
300000	CHRYSLER LLC	05091519	05/02/2009	627.52	627.52	CAD	627.52	0
300000	CHRYSLER LLC	05091520	06/02/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091521	06/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091539	06/02/2009	7,429.81	7,429.81	CAD	7429.81	0
300000	CHRYSLER LLC	05091625	09/02/2009	1,469.60	1,469.60	CAD	1469.6	0
300000	CHRYSLER LLC	05091626	09/02/2009	988.28	988.28	CAD	988.28	0
300000	CHRYSLER LLC	05091528	09/02/					

300000	CHRYSLER LLC	05091554	10/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091561	10/02/2009	2,337.14	2,337.14	CAD	2337.14	0
300000	CHRYSLER LLC	05091562	10/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091563	10/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091564	10/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091565	10/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091570	11/02/2009	1,469.60	1,469.60	CAD	1469.6	0
300000	CHRYSLER LLC	05091571	11/02/2009	3,738.80	3,738.80	CAD	3738.8	0
300000	CHRYSLER LLC	05091572	11/02/2009	18,385.68	18,385.68	CAD	18385.68	0
300000	CHRYSLER LLC	05091584	11/02/2009	527.52	527.52	CAD	527.52	0
300000	CHRYSLER LLC	05091585	11/02/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091688	11/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05081687	11/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091588	11/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091590	11/02/2009	11,989.26	11,989.26	CAD	11989.26	0
300000	CHRYSLER LLC	05091589	12/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091610	12/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091611	12/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091612	12/02/2009	1,463.87	1,463.87	CAD	1463.87	0
300000	CHRYSLER LLC	05091613	12/02/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091614	12/02/2009	42.99	42.99	CAD	42.99	0
300000	CHRYSLER LLC	05091615	12/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091626	12/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091618	13/02/2009	734.80	734.80	CAD	734.8	0
300000	CHRYSLER LLC	05091819	13/02/2009	988.28	988.28	CAD	988.28	0
300000	CHRYSLER LLC	05091634	13/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091635	13/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091636	13/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091637	13/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091638	13/02/2009	627.52	627.52	CAD	627.52	0
300000	CHRYSLER LLC	05091639	13/02/2009	1,113.15	1,113.15	CAD	1113.15	0
300000	CHRYSLER LLC	05091640	13/02/2009	14,475.08	14,475.08	CAD	14475.08	0
300000	CHRYSLER LLC	05091641	13/02/2009	8,392.48	8,392.48	CAD	8392.48	0
300000	CHRYSLER LLC	05091655	13/02/2009	5,907.07	5,907.07	CAD	5907.07	0
300000	CHRYSLER LLC	05091656	13/02/2009	11,779.81	11,779.81	CAD	11779.81	0
300000	CHRYSLER LLC	05091657	13/02/2009	9,332.23	9,332.23	CAD	9332.23	0
300000	CHRYSLER LLC	05091658	13/02/2009	9.09	9.09	CAD	9.09	0
300000	CHRYSLER LLC	05091659	13/02/2009	9,013.23	9,013.23	CAD	9013.23	0
300000	CHRYSLER LLC	05091660	13/02/2009	33,135.13	33,135.13	CAD	33135.13	0
300000	CHRYSLER LLC	05091646	16/02/2009	734.80	734.80	CAD	734.8	0
300000	CHRYSLER LLC	05091647	16/02/2009	1,760.23	1,760.23	CAD	1760.23	0
300000	CHRYSLER LLC	05091662	16/02/2009	527.52	527.52	CAD	527.52	0
300000	CHRYSLER LLC	05091663	16/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091664	16/02/2009	2,907.74	2,907.74	CAD	2907.74	0
300000	CHRYSLER LLC	05091665	16/02/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091666	16/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091667	16/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091668	16/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091669	16/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091670	16/02/2009	9,591.41	9,591.41	CAD	9591.41	0
300000	CHRYSLER LLC	05091677	16/02/2009	21,787.82	21,787.82	CAD	21787.82	0
300000	CHRYSLER LLC	05091678	16/02/2009	4,840.92	4,840.92	CAD	4840.92	0
300000	CHRYSLER LLC	05091679	17/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091680	17/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091681	17/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091697	17/02/2009	26,313.80	26,313.80	CAD	26313.8	0
300000	CHRYSLER LLC	05091713	17/02/2009	11,311.87	11,311.87	CAD	11311.87	0
300000	CHRYSLER LLC	05091690	18/02/2009	1,348.15	1,348.15	CAD	1348.15	0
300000	CHRYSLER LLC	05091891	18/02/2009	2,204.40	2,204.40	CAD	2204.4	0
300000	CHRYSLER LLC	05091692	18/02/2009	988.28	988.28	CAD	988.28	0
300000	CHRYSLER LLC	05091693	18/02/2009	2,206.28	2,206.28	CAD	2206.28	0
300000	CHRYSLER LLC	05091703	18/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091704	18/02/2009	527.52	527.52	CAD	527.52	0
300000	CHRYSLER LLC	05091705	18/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091706	18/02/2009	2,907.74	2,907.74	CAD	2907.74	0
300000	CHRYSLER LLC	05091707	18/02/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091708	18/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091709	18/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091710	18/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091719	18/02/2009	9,591.41	9,591.41	CAD	9591.41	0
300000	CHRYSLER LLC	05091740	18/02/2009	17,802.83	17,802.83	CAD	17802.83	0
300000	CHRYSLER LLC	05091700	19/02/2009	7.12	7.12	CAD	7.12	0
300000	CHRYSLER LLC	05091744	19/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091745	19/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091748	19/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091747	19/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091756	19/02/2009	71.64	71.64	CAD	71.64	0
300000	CHRYSLER LLC	05081776	18/02/2009	22,027.13	22,027.13	CAD	22027.13	0
300000	CHRYSLER LLC	05091781	19/02/2009	18,742.06	18,742.06	CAD	18742.06	0
300000	CHRYSLER LLC	05091762	20/02/2009	2,939.20	2,939.20	CAD	2939.2	0
300000	CHRYSLER LLC	05091763	20/02/2009	8,544.10	8,544.10	CAD	8544.1	0
300000	CHRYSLER LLC	05091764	20/02/2009	26,229.15	26,229.15	CAD	26229.15	0
300000	CHRYSLER LLC	05091765	20/02/2009	1,530.68	1,530.68	CAD	1530.68	0
300000	CHRYSLER LLC	05091782	20/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091783	20/02/2009	14,387.11	14,387.11	CAD	14387.11	0
300000	CHRYSLER LLC	05091786	20/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091789	20/02/2009	33,573.68	33,573.68	CAD	33573.68	0
300000	CHRYSLER LLC	05091780	20/02/2009	527.52	527.52	CAD	527.52	0
300000	CHRYSLER LLC	05091791	20/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091793	20/02/2009	4,921.60	4,921.60	CAD	4921.6	0
300000	CHRYSLER LLC	05091794	20/02/2009	2,337.14	2,337.14	CAD	2337.14	0
300000	CHRYSLER LLC	05091900	20/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05081801	20/02/2009	21,434.78	21,434.78	CAD	21434.78	0
300000	CHRYSLER LLC	05091814	20/02/2009	22,579.58	22,579.58	CAD	22579.58	0
300000	CHRYSLER LLC	05091822	20/02/2009	17,496.88	17,496.88	CAD	17496.88	0
300000	CHRYSLER LLC	C0012183	20/02/2009	(90,628.99)	(90,628.99)	CAD	-90628.99	0
300000	CHRYSLER LLC	05091778	23/02/2009	8,716.25	8,716.25	CAD	8716.25	0
300000	CHRYSLER LLC	05091802	23/02/2009	1,469.60	1,469.60	CAD	1469.6	0
300000	CHRYSLER LLC	05091803	23/02/2009	1,286.83	1,286.83	CAD	1286.83	0
300000	CHRYSLER LLC	05091823	23/02/2009	1,055.04	1,055.04	CAD	1055.04	0
300000	CHRYSLER LLC	05091824	23/02/2009	1,453.87	1,453.87	CAD	1453.87	0
300000	CHRYSLER LLC	05091825	23/02/2009	612.00	612.00	CAD	612	0
300000	CHRYSLER LLC	05091826	23/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091827	23/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091828	23/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091829	23/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091839	23/02/2009	5,994.63	5,994.63	CAD	5994.63	0
300000	CHRYSLER LLC	05091862	24/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091867	24/02/2009	1,582.55	1,582.55	CAD	1582.55	0
300000	CHRYSLER LLC	05091868	24/02/2009	2,460.75	2,460.75	CAD	2460.75	0
300000	CHRYSLER LLC	05091870	24/02/2009	2,907.74	2,907.74	CAD	2907.74	0
300000	CHRYSLER LLC	05091871	24/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091873	24/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05091874	24/02/2009	12,189.00	12,189.00	CAD	12189	0
300000	CHRYSLER LLC	05081876	24/02/2009	35,890.22	35,890.22	CAD	35890.22	0
300000	CHRYSLER LLC	05091883	24/02/2009	24,072.05	24,072.05	CAD	24072.05	0
300000	CHRYSLER LLC	05091885	24/02/2009	20,934.45	20,934.45	CAD	20934.45	0
300000	CHRYSLER LLC	05091899	24/02/2009	19,386.70	19,386.70	CAD	19386.7	0
300000	CHRYSLER LLC	05091891	24/02/2009	37,606.20	37,606.20	CAD	37606.2	0
300000	CHRYSLER LLC	050						

300000	CHRYSLER LLC	05091911	26/02/2009	13,188.19		13,188.19	CAD	0	13188.19
300000	CHRYSLER LLC	05091915	26/02/2009	20,881.98		20,881.98	CAD	0	20881.98
300000	CHRYSLER LLC	05091916	26/02/2009	30,153.31		30,153.31	CAD	0	30153.31
300000	CHRYSLER LLC	05091919	26/02/2009	31,714.37		31,714.37	CAD	0	31714.37
300000	CHRYSLER LLC	05091922	26/02/2009	2,748.51		2,748.51	CAD	0	2748.51
300000	CHRYSLER LLC	05091924	26/02/2009	23,774.48		23,774.48	CAD	0	23774.48
300000	CHRYSLER LLC	05091926	26/02/2009	5,193.30		5,193.30	CAD	0	5193.30
300000	CHRYSLER LLC	05091929	26/02/2009	18,740.26		18,740.26	CAD	0	18740.26
300000	CHRYSLER LLC	05091930	26/02/2009	2,460.75		2,460.75	CAD	0	2460.75
300000	CHRYSLER LLC	05091931	26/02/2009	1,453.87		1,453.87	CAD	0	1453.87
300000	CHRYSLER LLC	05091932	26/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091933	26/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091934	26/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091939	26/02/2009	135.20		135.20	CAD	0	135.2
300000	CHRYSLER LLC	05091940	26/02/2009	2,266.09		2,266.09	CAD	0	2266.09
300000	CHRYSLER LLC	05091945	26/02/2009	36,008.97		36,008.97	CAD	0	36008.97
300000	CHRYSLER LLC	05091947	27/02/2009	988.28		988.28	CAD	0	988.28
300000	CHRYSLER LLC	05091958	27/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091964	27/02/2009	2,362.51		2,362.51	CAD	0	2362.51
300000	CHRYSLER LLC	05091965	27/02/2009	1,453.87		1,453.87	CAD	0	1453.87
300000	CHRYSLER LLC	05091966	27/02/2009	501.15		501.15	CAD	0	501.15
300000	CHRYSLER LLC	05091967	27/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091971	27/02/2009	14,475.08		14,475.08	CAD	0	14475.08
300000	CHRYSLER LLC	05091972	27/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091992	27/02/2009	12,189.00		12,189.00	CAD	0	12189
300000	CHRYSLER LLC	05091995	27/02/2009	18,740.26		18,740.26	CAD	0	18740.26
300000	CHRYSLER LLC	05091986	27/02/2009	18,701.16		18,701.16	CAD	0	18701.16
300020	CHRYSLER CANADA INC	05090467	01/12/2008	25,503.91		25,503.91	CAD	0	25503.91
300020	CHRYSLER CANADA INC	05090546	03/12/2008	26,901.27		26,901.27	CAD	0	26901.27
300020	CHRYSLER CANADA INC	05090627	05/12/2008	11,658.93		11,658.93	CAD	0	11658.93
300020	CHRYSLER CANADA INC	05090684	08/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090689	08/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090681	08/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090690	08/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090702	08/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090705	08/12/2008	14,548.99		14,548.99	CAD	0	14548.99
300020	CHRYSLER CANADA INC	05090707	08/12/2008	5,286.55		5,286.55	CAD	0	5286.55
300020	CHRYSLER CANADA INC	05090709	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090713	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090728	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090745	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090751	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090754	09/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090754	09/12/2008	2,369.51		2,369.51	CAD	0	2369.51
300020	CHRYSLER CANADA INC	05090757	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090763	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090764	10/12/2008	22,589.18		22,589.18	CAD	0	22589.18
300020	CHRYSLER CANADA INC	05090776	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090787	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090790	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090798	10/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090799	10/12/2008	3,948.35		3,948.35	CAD	0	3948.35
300020	CHRYSLER CANADA INC	05090801	11/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090801	11/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090819	11/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090830	11/12/2008	2,735.28		2,735.28	CAD	0	2735.28
300020	CHRYSLER CANADA INC	05090833	12/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090837	12/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090843	12/12/2008	11,658.93		11,658.93	CAD	0	11658.93
300020	CHRYSLER CANADA INC	05090853	12/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090855	12/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090870	12/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090874	12/12/2008	13,421.67		13,421.67	CAD	0	13421.67
300020	CHRYSLER CANADA INC	05090875	12/12/2008	5,130.11		5,130.11	CAD	0	5130.11
300020	CHRYSLER CANADA INC	05090886	15/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090888	15/12/2008	25,868.26		25,868.26	CAD	0	25868.26
300020	CHRYSLER CANADA INC	05090897	15/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090906	15/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090911	15/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090914	15/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090918	15/12/2008	6,286.55		6,286.55	CAD	0	6286.55
300020	CHRYSLER CANADA INC	05090918	16/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090926	16/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090936	16/12/2008	13,415.58		13,415.58	CAD	0	13415.58
300020	CHRYSLER CANADA INC	05090955	16/12/2008	14,543.00		14,543.00	CAD	0	14543
300020	CHRYSLER CANADA INC	05090956	16/12/2008	14,543.00		14,543.00	CAD	0	14543
300020	CHRYSLER CANADA INC	05090962	16/12/2008	4,739.03		4,739.03	CAD	0	4739.03
300020	CHRYSLER CANADA INC	05090965	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090971	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090973	17/12/2008	26,596.93		26,596.93	CAD	0	26596.93
300020	CHRYSLER CANADA INC	05090982	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090987	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090990	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090997	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05090998	17/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091009	18/12/2008	6,737.98		6,737.98	CAD	0	6737.98
300020	CHRYSLER CANADA INC	05091003	18/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091016	18/12/2008	13,416.58		13,416.58	CAD	0	13416.58
300020	CHRYSLER CANADA INC	05091023	18/12/2008	13,409.57		13,409.57	CAD	0	13409.57
300020	CHRYSLER CANADA INC	05091026	18/12/2008	12,179.49		12,179.49	CAD	0	12179.49
300020	CHRYSLER CANADA INC	05091030	18/12/2008	8,290.31		8,290.31	CAD	0	8290.31
300020	CHRYSLER CANADA INC	05091032	19/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091035	19/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091036	19/12/2008	2,550.40		2,550.40	CAD	0	2550.4
300020	CHRYSLER CANADA INC	05091048	19/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091053	19/12/2008	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091121	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091123	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091124	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091129	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091136	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091137	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091138	19/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091139	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091148	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091160	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091165	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091167	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091170	20/01/2009	14,651.66		14,651.66	CAD	0	14651.66
300020	CHRYSLER CANADA INC	05091172	20/01/2009	3,551.28		3,551.28	CAD	0	3551.28
300020	CHRYSLER CANADA INC	05091174	21/01/2009	14,651.66		14,			

300030	CHRYSLER LLC (BANK BUILD)	05092007	24/02/2009	154,750.45						154,750.45	CAD	0	154750.45
300030	CHRYSLER LLC (BANK BUILD)	05092006	25/02/2009	116,667.81						116,667.81	CAD	0	116667.81
300030	CHRYSLER LLC (BANK BUILD)	05092009	26/02/2009	36,008.97						36,008.97	CAD	0	36008.97
300030	CHRYSLER LLC (BANK BUILD)	05091976	27/02/2009	333,293.10						333,293.10	CAD	0	333293.1

Totals 5,164,334.19 1,322,606.17 2,106,409.95 10,141.37 1,113.15 8,604,604.83 6,555,945.27 2,048,658.56 8,604,604.83 Check

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	BALANCE	P U P I	CUR
300210	CHRYSLER CANADA INC	D0011854	30/01/2009	4,675.00					4,675.00		CAD
Totals				4,675.00					4,675.00		

03/03/2009
21/02/2009

VENDOR ID	VENDOR NAME	INVOICE NO	INVOICE DATE	PAYMENT AMT	Over 21/02/2009	under 10
100085	CHRYSLER / INLAND	2009001481	09/01/2009	28,775.16	28775.16	0
100085	CHRYSLER / INLAND	2009001649	09/01/2009	28,328.65	28328.65	0
100085	CHRYSLER / INLAND	2009001844	09/01/2009	12,163.58	12163.58	0
100085	CHRYSLER / INLAND	2009001845	09/01/2009	14,423.34	14423.34	0
100085	CHRYSLER / INLAND	2009003220	09/02/2009	29,009.85	29009.85	0
100085	CHRYSLER / INLAND	2009003484	09/02/2009	12,837.96	12837.96	0
100085	CHRYSLER / INLAND	2009003485	09/02/2009	14,116.50	14116.5	0
100085	CHRYSLER / INLAND	2009004086	09/02/2009	27,753.51	27753.51	0
100085	CHRYSLER / INLAND	2009004847	09/02/2009	28,867.09	28867.09	0
100085	CHRYSLER / INLAND	2008076803	08/11/2008	38,575.11	38575.11	0
100085	CHRYSLER / INLAND	2008077683	08/11/2008	13,244.51	13244.51	0
100085	CHRYSLER / INLAND	2008077684	08/11/2008	27,496.54	27496.54	0
100085	CHRYSLER / INLAND	2008078917	08/11/2008	13,060.96	13060.96	0
100085	CHRYSLER / INLAND	2008078918	08/11/2008	15,103.72	15103.72	0
100085	CHRYSLER / INLAND	2008078919	08/11/2008	26,750.08	26750.08	0
100085	CHRYSLER / INLAND	2008080444	08/12/2008	27,027.46	27027.46	0
100085	CHRYSLER / INLAND	2008080563	08/12/2008	13,778.86	13778.86	0
100085	CHRYSLER / INLAND	2008080706	08/12/2008	30,049.64	30049.64	0
100085	CHRYSLER / INLAND	2008081682	08/12/2008	22,755.36	22755.36	0
100085	CHRYSLER / INLAND	2008081741	08/12/2008	25,200.07	25200.07	0
100085	CHRYSLER / INLAND	2008081742	08/12/2008	13,615.70	13615.7	0
100085	CHRYSLER / INLAND	2008082477	08/12/2008	26,623.64	26623.64	0
100103	CHRYSLER / HEIDTMAN	2009002446	09/02/2009	42,166.20	42166.2	0
100103	CHRYSLER / HEIDTMAN	2009003554	09/02/2009	15,079.43	15079.43	0
100103	CHRYSLER / HEIDTMAN	2009003559	09/02/2009	14,939.33	14939.33	0
100103	CHRYSLER / HEIDTMAN	2009003648	09/02/2009	37,876.84	37876.84	0
100103	CHRYSLER / HEIDTMAN	2008077025	08/11/2008	40,172.03	40172.03	0
100103	CHRYSLER / HEIDTMAN	2008077589	08/11/2008	22,995.08	22995.08	0
100103	CHRYSLER / HEIDTMAN	2008077685	08/11/2008	8,247.22	8247.22	0
100103	CHRYSLER / HEIDTMAN	2008078260	08/11/2008	43,871.92	43871.92	0
100103	CHRYSLER / HEIDTMAN	2008078478	08/11/2008	40,949.63	40949.63	0
100103	CHRYSLER / HEIDTMAN	2008079961	08/11/2008	16,116.17	16116.17	0
100103	CHRYSLER / HEIDTMAN	2008080009	08/11/2008	41,865.20	41865.2	0
100103	CHRYSLER / HEIDTMAN	2008080041	08/11/2008	15,761.25	15761.25	0
100103	CHRYSLER / HEIDTMAN	2008081340	08/12/2008	38,140.22	38140.22	0
100103	CHRYSLER / HEIDTMAN	2008082351	08/12/2008	21,313.88	21313.88	0
100103	CHRYSLER / HEIDTMAN	2008082352	08/12/2008	7,943.67	7943.67	0
100103	CHRYSLER / HEIDTMAN	2008082476	08/12/2008	41,952.99	41952.99	0
100118	CHRYSLER / NTS	2009001274	09/01/2009	11,344.37	11344.37	0
100118	CHRYSLER / NTS	2009001712	09/01/2009	10,925.06	10925.06	0
100118	CHRYSLER / NTS	2009001713	09/01/2009	2,942.64	2942.64	0
100118	CHRYSLER / NTS	2009002488	09/02/2009	11,509.99	11509.99	0
100118	CHRYSLER / NTS	2008077132	08/11/2008	10,741.68	10741.68	0
100118	CHRYSLER / NTS	2008080654	08/12/2008	24,987.48	24987.48	0
100127	CHRYSLER / AK STEEL	2009000174	09/01/2009	31,997.16	31997.16	0
100127	CHRYSLER / AK STEEL	2009000979	09/01/2009	40,860.50	40860.5	0
100127	CHRYSLER / AK STEEL	2009001103	09/01/2009	32,139.89	32139.89	0
100127	CHRYSLER / AK STEEL	2009001565	09/01/2009	39,750.99	39750.99	0
100127	CHRYSLER / AK STEEL	2009001600	09/01/2009	40,564.25	40564.25	0
100127	CHRYSLER / AK STEEL	2009002490	09/02/2009	40,314.46	40314.46	0
100127	CHRYSLER / AK STEEL	2009002582	09/02/2009	40,773.38	40773.38	0
100127	CHRYSLER / AK STEEL	2009002725	09/02/2009	32,996.28	32996.28	0
100127	CHRYSLER / AK STEEL	2009003599	09/02/2009	40,738.52	40738.52	0
100127	CHRYSLER / AK STEEL	2009004193	09/02/2009	32,845.16	32845.16	0
100127	CHRYSLER / AK STEEL	2009004559	09/02/2009	39,768.42	39768.42	0
100127	CHRYSLER / AK STEEL	2009005018	09/02/2009	40,604.91	40604.91	0
100127	CHRYSLER / AK STEEL	2008076210	08/11/2008	41,505.31	41505.31	0
100127	CHRYSLER / AK STEEL	2008076434	08/11/2008	32,853.55	32853.55	0
100127	CHRYSLER / AK STEEL	2008076805	08/11/2008	40,541.02	40541.02	0
100127	CHRYSLER / AK STEEL	2008077590	08/11/2008	38,269.69	38269.69	0
100127	CHRYSLER / AK STEEL	2008077806	08/11/2008	40,047.24	40047.24	0
100127	CHRYSLER / AK STEEL	2008078233	08/11/2008	39,541.86	39541.86	0
100127	CHRYSLER / AK STEEL	2008078234	08/11/2008	32,366.58	32366.58	0
100127	CHRYSLER / AK STEEL	2008078479	08/11/2008	40,389.98	40389.98	0
100127	CHRYSLER / AK STEEL	2008078794	08/11/2008	40,419.02	40419.02	0
100127	CHRYSLER / AK STEEL	2008079634	08/11/2008	32,333.00	32333	0
100127	CHRYSLER / AK STEEL	2008079690	08/11/2008	40,029.82	40029.82	0
100127	CHRYSLER / AK STEEL	2008079943	08/11/2008	38,409.11	38409.11	0

100127	CHRYSLER / AK STEEL	2008080010	08/11/2008	40,198.28	40198.28	0
100127	CHRYSLER / AK STEEL	2008080373	08/12/2008	41,243.90	41243.9	0
100127	CHRYSLER / AK STEEL	2008080374	08/12/2008	31,342.27	31342.27	0
100127	CHRYSLER / AK STEEL	2008080727	08/12/2008	41,127.72	41127.72	0
100127	CHRYSLER / AK STEEL	2008081392	08/12/2008	32,391.77	32391.77	0
100127	CHRYSLER / AK STEEL	200882353	08/12/2008	39,559.29	39559.29	0
100127	CHRYSLER / AK STEEL	2008082495	08/12/2008	40,872.13	40872.13	0
100214	CHRYSLER / SAMUEL	2009001308	09/01/2009	17,511.80	17511.8	0
101704	CHRYSLER/ RIVERVIEW STEEL	2009002990	09/02/2009	7,996.80	7996.8	0
101704	CHRYSLER/ RIVERVIEW STEEL	2008076802	08/11/2008	9,636.14	9636.14	0
101704	CHRYSLER/ RIVERVIEW STEEL	2008079884	08/11/2008	7,936.82	7936.82	0
101711	CHRYSLER/ ALGOMA	2009000019	09/01/2009	32,456.01	32456.01	0
101711	CHRYSLER/ ALGOMA	2009000020	09/01/2009	16,025.66	16025.66	0
101711	CHRYSLER/ ALGOMA	2009000021	09/01/2009	32,779.75	32779.75	0
101711	CHRYSLER/ ALGOMA	2009000022	09/01/2009	16,125.29	16125.29	0
101711	CHRYSLER/ ALGOMA	2009000023	09/01/2009	15,664.54	15664.54	0
101711	CHRYSLER/ ALGOMA	2009000659	09/01/2009	15,822.28	15822.28	0
101711	CHRYSLER/ ALGOMA	2009000660	09/01/2009	14,328.04	14328.04	0
101711	CHRYSLER/ ALGOMA	2009002444	09/02/2009	25,128.08	25128.08	0
101711	CHRYSLER/ ALGOMA	2009002445	09/02/2009	13,199.07	13199.07	0
101711	CHRYSLER/ ALGOMA	2009002531	09/02/2009	32,873.57	32873.57	0
101711	CHRYSLER/ ALGOMA	2009002908	09/02/2009	16,285.73	16285.73	0
101711	CHRYSLER/ ALGOMA	2009002909	09/02/2009	16,139.59	16139.59	0
101711	CHRYSLER/ ALGOMA	2009002910	09/02/2009	15,863.24	15863.24	0
101711	CHRYSLER/ ALGOMA	2009002911	09/02/2009	16,382.21	16382.21	0
101711	CHRYSLER/ ALGOMA	2009002912	09/02/2009	16,088.34	16088.34	0
101711	CHRYSLER/ ALGOMA	2009002913	09/02/2009	5,404.47	5404.47	0
101711	CHRYSLER/ ALGOMA	2009002914	09/02/2009	15,550.61	15550.61	0
101711	CHRYSLER/ ALGOMA	2009002915	09/02/2009	16,350.16	16350.16	0
101711	CHRYSLER/ ALGOMA	2009002916	09/02/2009	5,529.52	5529.52	0
101711	CHRYSLER/ ALGOMA	2009002917	09/02/2009	5,462.82	5462.82	0
101711	CHRYSLER/ ALGOMA	2009002918	09/02/2009	5,674.58	5674.58	0
101711	CHRYSLER/ ALGOMA	2009002919	09/02/2009	27,464.19	27464.19	0
101711	CHRYSLER/ ALGOMA	2009002920	09/02/2009	33,263.37	33263.37	0
101711	CHRYSLER/ ALGOMA	2009003315	09/02/2009	10,808.93	10808.93	0
101711	CHRYSLER/ ALGOMA	2008076073	08/11/2008	15,795.53	15795.53	0
101711	CHRYSLER/ ALGOMA	2008076655	08/11/2008	16,883.39	16883.39	0
101711	CHRYSLER/ ALGOMA	2008076938	08/11/2008	32,250.62	32250.62	0
101711	CHRYSLER/ ALGOMA	2008080800	08/12/2008	26,970.93	26970.93	0
101711	CHRYSLER/ ALGOMA	2008080801	08/12/2008	17,293.68	17293.68	0
101711	CHRYSLER/ ALGOMA	2008080969	08/12/2008	17,071.85	17071.85	0
101711	CHRYSLER/ ALGOMA	2008081740	08/12/2008	13,298.67	13298.67	0
101711	CHRYSLER/ ALGOMA	2008082022	08/12/2008	26,691.36	26691.36	0
101711	CHRYSLER/ ALGOMA	2008082150	08/12/2008	13,360.95	13360.95	0
101712	CHRYSLER/ DOFASCO	2009000189	09/01/2009	22,459.30	22459.3	0
101712	CHRYSLER/ DOFASCO	2009000816	09/01/2009	32,147.52	32147.52	0
101712	CHRYSLER/ DOFASCO	2009000817	09/01/2009	7,795.71	7795.71	0
101712	CHRYSLER/ DOFASCO	2009000978	09/01/2009	33,930.35	33930.35	0
101712	CHRYSLER/ DOFASCO	2009001435	09/01/2009	10,339.95	10339.95	0
101712	CHRYSLER/ DOFASCO	2009001745	09/01/2009	15,644.39	15644.39	0
101712	CHRYSLER/ DOFASCO	2009001933	09/01/2009	10,443.41	10443.41	0
101712	CHRYSLER/ DOFASCO	2009001934	09/01/2009	10,443.41	10443.41	0
101712	CHRYSLER/ DOFASCO	2009001935	09/01/2009	9,011.50	9011.5	0
101712	CHRYSLER/ DOFASCO	2009002447	09/02/2009	13,484.80	13484.8	0
101712	CHRYSLER/ DOFASCO	2009002448	09/02/2009	4,556.34	4556.34	0
101712	CHRYSLER/ DOFASCO	2009002449	09/02/2009	4,467.63	4467.63	0
101712	CHRYSLER/ DOFASCO	2009002450	09/02/2009	9,765.63	9765.63	0
101712	CHRYSLER/ DOFASCO	2009002451	09/02/2009	9,765.63	9765.63	0
101712	CHRYSLER/ DOFASCO	2009002452	09/02/2009	9,765.63	9765.63	0
101712	CHRYSLER/ DOFASCO	2009002581	09/02/2009	14,940.65	14940.65	0
101712	CHRYSLER/ DOFASCO	2009003186	09/02/2009	19,955.73	19955.73	0
101712	CHRYSLER/ DOFASCO	2009003224	09/02/2009	10,335.21	10335.21	0
101712	CHRYSLER/ DOFASCO	2009003221	09/02/2009	10,462.49	10462.49	0
101712	CHRYSLER/ DOFASCO	2009003222	09/02/2009	10,462.49	10462.49	0
101712	CHRYSLER/ DOFASCO	2009003223	09/02/2009	10,335.21	10335.21	0
101712	CHRYSLER/ DOFASCO	2009003393	09/02/2009	14,292.35	14292.35	0
101712	CHRYSLER/ DOFASCO	2009003394	09/02/2009	17,022.34	17022.34	0
101712	CHRYSLER/ DOFASCO	2009003395	09/02/2009	10,273.73	10273.73	0
101712	CHRYSLER/ DOFASCO	2009003486	09/02/2009	21,509.12	21509.12	0
101712	CHRYSLER/ DOFASCO	2009003701	09/02/2009	8,482.58	8482.58	0

101712	CHRYSLER/ DOFASCO	2009003702	09/02/2009	10,976.94	10976.94	0
101712	CHRYSLER/ DOFASCO	2009003703	09/02/2009	10,313.46	10313.46	0
101712	CHRYSLER/ DOFASCO	2009003704	09/02/2009	8,676.07	8676.07	0
101712	CHRYSLER/ DOFASCO	2009003953	09/02/2009	14,710.33	14710.33	0
101712	CHRYSLER/ DOFASCO	2009004629	09/02/2009	8,614.50	8614.5	0
101712	CHRYSLER/ DOFASCO	2009004630	09/02/2009	14,100.42	14100.42	0
101712	CHRYSLER/ DOFASCO	2009004631	09/02/2009	8,684.87	8684.87	0
101712	CHRYSLER/ DOFASCO	2009004783	09/02/2009	8,324.27	8324.27	0
101712	CHRYSLER/ DOFASCO	2009004784	09/02/2009	8,575.56	8575.56	0
101712	CHRYSLER/ DOFASCO	2009004785	09/02/2009	8,575.56	8575.56	0
101712	CHRYSLER/ DOFASCO	2009004786	09/02/2009	8,559.65	8559.65	0
101712	CHRYSLER/ DOFASCO	2009004787	09/02/2009	8,559.65	8559.65	0
101712	CHRYSLER/ DOFASCO	2009004788	09/02/2009	7,379.12	7379.12	0
101712	CHRYSLER/ DOFASCO	2009004789	09/02/2009	7,379.12	7379.12	0
101712	CHRYSLER/ DOFASCO	2009004891	09/02/2009	18,768.52	18768.52	0
101712	CHRYSLER/ DOFASCO	2009005358	09/02/2009	10,950.45	10950.45	0
101712	CHRYSLER/ DOFASCO	2009005359	09/02/2009	11,057.01	11057.01	0
101712	CHRYSLER/ DOFASCO	2009005360	09/02/2009	8,623.30	8623.3	0
101712	CHRYSLER/ DOFASCO	2009005361	09/02/2009	8,394.63	8394.63	0
101712	CHRYSLER/ DOFASCO	2008076064	08/11/2008	10,724.67	10724.67	0
101712	CHRYSLER/ DOFASCO	2008076075	08/11/2008	11,003.43	11003.43	0
101712	CHRYSLER/ DOFASCO	2008076431	08/11/2008	10,163.39	10163.39	0
101712	CHRYSLER/ DOFASCO	2008076432	08/11/2008	10,077.47	10077.47	0
101712	CHRYSLER/ DOFASCO	2008076433	08/11/2008	10,029.75	10029.75	0
101712	CHRYSLER/ DOFASCO	2008076532	08/11/2008	21,754.09	21754.09	0
101712	CHRYSLER/ DOFASCO	2008076804	08/11/2008	27,307.35	27307.35	0
101712	CHRYSLER/ DOFASCO	2008077024	08/11/2008	33,547.77	33547.77	0
101712	CHRYSLER/ DOFASCO	2008077077	08/11/2008	11,083.51	11083.51	0
101712	CHRYSLER/ DOFASCO	2008077078	08/11/2008	9,994.96	9994.96	0
101712	CHRYSLER/ DOFASCO	2008077079	08/11/2008	9,915.49	9915.49	0
101712	CHRYSLER/ DOFASCO	400175630	08/11/2008	15,382.32	15382.32	0
101712	CHRYSLER/ DOFASCO	2008077734	08/11/2008	8,473.79	8473.79	0
101712	CHRYSLER/ DOFASCO	2008077735	08/11/2008	7,301.96	7301.96	0
101712	CHRYSLER/ DOFASCO	2008077736	08/11/2008	7,301.96	7301.96	0
101712	CHRYSLER/ DOFASCO	2008077737	08/11/2008	9,129.23	9129.23	0
101712	CHRYSLER/ DOFASCO	2008077738	08/11/2008	9,062.40	9062.4	0
101712	CHRYSLER/ DOFASCO	2008078302	08/11/2008	9,030.59	9030.59	0
101712	CHRYSLER/ DOFASCO	2008078303	08/11/2008	4,537.56	4537.56	0
101712	CHRYSLER/ DOFASCO	2008078304	08/11/2008	7,019.54	7019.54	0
101712	CHRYSLER/ DOFASCO	2008078305	08/11/2008	8,979.67	8979.67	0
101712	CHRYSLER/ DOFASCO	2008078417	08/11/2008	10,021.45	10021.45	0
101712	CHRYSLER/ DOFASCO	2008078418	08/11/2008	12,369.17	12369.17	0
101712	CHRYSLER/ DOFASCO	2008078419	08/11/2008	4,556.34	4556.34	0
101712	CHRYSLER/ DOFASCO	2008078420	08/11/2008	4,556.34	4556.34	0
101712	CHRYSLER/ DOFASCO	2008078477	08/11/2008	33,824.79	33824.79	0
101712	CHRYSLER/ DOFASCO	2008078724	08/11/2008	9,981.72	9981.72	0
101712	CHRYSLER/ DOFASCO	2008078725	08/11/2008	14,232.63	14232.63	0
101712	CHRYSLER/ DOFASCO	2008078983	08/11/2008	9,676.54	9676.54	0
101712	CHRYSLER/ DOFASCO	2008078984	08/11/2008	9,676.54	9676.54	0
101712	CHRYSLER/ DOFASCO	2008078985	08/11/2008	9,676.54	9676.54	0
101712	CHRYSLER/ DOFASCO	2008079824	08/11/2008	21,443.15	21443.15	0
101712	CHRYSLER/ DOFASCO	2008079883	08/11/2008	14,232.63	14232.63	0
101712	CHRYSLER/ DOFASCO	2008080038	08/11/2008	11,514.59	11514.59	0
101712	CHRYSLER/ DOFASCO	2008080039	08/11/2008	11,520.01	11520.01	0
101712	CHRYSLER/ DOFASCO	2008080040	08/11/2008	14,398.98	14398.98	0
101712	CHRYSLER/ DOFASCO	2008080655	08/12/2008	14,437.36	14437.36	0
101712	CHRYSLER/ DOFASCO	2008080861	08/12/2008	33,873.18	33873.18	0
101712	CHRYSLER/ DOFASCO	2008080970	08/12/2008	21,017.43	21017.43	0
101712	CHRYSLER/ DOFASCO	2008081257	08/12/2008	9,981.72	9981.72	0
101712	CHRYSLER/ DOFASCO	2008081258	08/12/2008	11,613.93	11613.93	0
101712	CHRYSLER/ DOFASCO	2008081259	08/12/2008	11,712.67	11712.67	0
101712	CHRYSLER/ DOFASCO	2008081260	08/12/2008	15,832.05	15832.05	0
101712	CHRYSLER/ DOFASCO	2008081458	08/12/2008	36,920.57	36920.57	0
101712	CHRYSLER/ DOFASCO	2008081743	08/12/2008	8,263.72	8263.72	0
101712	CHRYSLER/ DOFASCO	2008081744	08/12/2008	8,196.90	8196.9	0
101712	CHRYSLER/ DOFASCO	2008081795	08/12/2008	8,263.72	8263.72	0
101712	CHRYSLER/ DOFASCO	2008081796	08/12/2008	8,263.72	8263.72	0
101712	CHRYSLER/ DOFASCO	2008081797	08/12/2008	8,196.90	8196.9	0
101712	CHRYSLER/ DOFASCO	2008081798	08/12/2008	8,196.90	8196.9	0
101712	CHRYSLER/ DOFASCO	2008082058	08/12/2008	8,284.70	8284.7	0

101712	CHRYSLER/ DOFASCO	2008082059	08/12/2008	11,627.18	11627.18	0
101712	CHRYSLER/ DOFASCO	2008082060	08/12/2008	11,727.12	11727.12	0
101713	CHRYSLER/ US STEEL	2009003184	09/02/2009	23,848.46	23848.46	0
101713	CHRYSLER/ US STEEL	2009003185	09/02/2009	22,019.94	22019.94	0
101713	CHRYSLER/ US STEEL	2008076531	08/11/2008	35,129.94	35129.94	0
101713	CHRYSLER/ US STEEL	2008078766	08/11/2008	12,090.46	12090.46	0
101713	CHRYSLER/ US STEEL	2008078767	08/11/2008	11,769.08	11769.08	0
101713	CHRYSLER/ US STEEL	2008078768	08/11/2008	24,053.48	24053.48	0
101713	CHRYSLER/ US STEEL	2008079633	08/11/2008	47,652.60	47652.6	0
101713	CHRYSLER/ US STEEL	2008081794	08/12/2008	23,804.14	23804.14	0
101713	CHRYSLER/ US STEEL	2008081861	08/12/2008	11,913.15	11913.15	0
101713	CHRYSLER/ US STEEL	2008082474	08/12/2008	11,311.96	11311.96	0
101713	CHRYSLER/ US STEEL	2008082475	08/12/2008	22,136.30	22136.3	0
101714	CHRYSLER/ STELCO	2009000885	09/01/2009	18,148.91	18148.91	0
101714	CHRYSLER/ STELCO	2009000886	09/01/2009	18,069.62	18069.62	0
101714	CHRYSLER/ STELCO	2009000887	09/01/2009	19,786.62	19786.62	0
101714	CHRYSLER/ STELCO	2009001047	09/01/2009	17,264.49	17264.49	0
101714	CHRYSLER/ STELCO	2009001048	09/01/2009	19,609.74	19609.74	0
101714	CHRYSLER/ STELCO	2009001049	09/01/2009	18,856.45	18856.45	0
101714	CHRYSLER/ STELCO	2009001643	09/01/2009	18,115.37	18115.37	0
101714	CHRYSLER/ STELCO	2009001644	09/01/2009	19,695.12	19695.12	0
101714	CHRYSLER/ STELCO	2009001645	09/01/2009	10,349.47	10349.47	0
101714	CHRYSLER/ STELCO	2009001646	09/01/2009	10,346.60	10346.6	0
101714	CHRYSLER/ STELCO	2009001647	09/01/2009	17,929.34	17929.34	0
101714	CHRYSLER/ STELCO	2009001648	09/01/2009	22,563.91	22563.91	0
101714	CHRYSLER/ STELCO	2008001871	09/01/2009	17,773.80	17773.8	0
101714	CHRYSLER/ STELCO	2009001872	09/01/2009	15,828.08	15828.08	0
101714	CHRYSLER/ STELCO	2009001873	09/01/2009	16,194.05	16194.05	0
101714	CHRYSLER/ STELCO	2009002487	09/02/2009	16,828.51	16828.51	0
101714	CHRYSLER/ STELCO	2009002654	09/02/2009	21,402.97	21402.97	0
101714	CHRYSLER/ STELCO	2009002655	09/02/2009	14,702.72	14702.72	0
101714	CHRYSLER/ STELCO	2009002656	09/02/2009	17,471.87	17471.87	0
101714	CHRYSLER/ STELCO	2009002657	09/02/2009	22,483.32	22483.32	0
101714	CHRYSLER/ STELCO	2009002799	09/02/2009	17,749.40	17749.4	0
101714	CHRYSLER/ STELCO	2009002800	09/02/2009	19,210.22	19210.22	0
101714	CHRYSLER/ STELCO	2009002801	09/02/2009	18,563.67	18563.67	0
101714	CHRYSLER/ STELCO	2009003425	09/02/2009	19,094.32	19094.32	0
101714	CHRYSLER/ STELCO	2009003426	09/02/2009	12,205.00	12205	0
101714	CHRYSLER/ STELCO	2009003427	09/02/2009	19,507.43	19507.43	0
101714	CHRYSLER/ STELCO	2009004271	09/02/2009	18,810.71	18810.71	0
101714	CHRYSLER/ STELCO	2009004272	09/02/2009	18,777.16	18777.16	0
101714	CHRYSLER/ STELCO	2009004273	09/02/2009	18,185.51	18185.51	0
101714	CHRYSLER/ STELCO	2009004577	09/02/2009	19,481.65	19481.65	0
101714	CHRYSLER/ STELCO	2009004578	09/02/2009	22,624.35	22624.35	0
101714	CHRYSLER/ STELCO	2009004844	09/02/2009	11,065.40	11065.4	0
101714	CHRYSLER/ STELCO	2009004845	09/02/2009	16,712.49	16712.49	0
101714	CHRYSLER/ STELCO	2009004846	09/02/2009	18,984.54	18984.54	0
101714	CHRYSLER/ STELCO	2008005352	09/02/2009	18,277.00	18277	0
101714	CHRYSLER/ STELCO	2009005350	09/02/2009	19,381.01	19381.01	0
101714	CHRYSLER/ STELCO	2009005351	09/02/2009	18,783.26	18783.26	0
101714	CHRYSLER/ STELCO	2008076308	08/11/2008	16,876.27	16876.27	0
101714	CHRYSLER/ STELCO	2008076309	08/11/2008	12,763.10	12763.1	0
101714	CHRYSLER/ STELCO	2008076310	08/11/2008	21,248.90	21248.9	0
101714	CHRYSLER/ STELCO	2008076606	08/11/2008	18,540.40	18540.4	0
101714	CHRYSLER/ STELCO	2008076607	08/11/2008	20,399.62	20399.62	0
101714	CHRYSLER/ STELCO	2008076608	08/11/2008	14,379.46	14379.46	0
101714	CHRYSLER/ STELCO	2008076935	08/11/2008	14,422.15	14422.15	0
101714	CHRYSLER/ STELCO	2008076936	08/11/2008	21,375.52	21375.52	0
101714	CHRYSLER/ STELCO	2008076937	08/11/2008	16,139.14	16139.14	0
101714	CHRYSLER/ STELCO	2008077129	08/11/2008	18,118.41	18118.41	0
101714	CHRYSLER/ STELCO	2008077130	08/11/2008	21,152.89	21152.89	0
101714	CHRYSLER/ STELCO	2008077131	08/11/2008	16,636.25	16636.25	0
101714	CHRYSLER/ STELCO	2008077586	08/11/2008	19,045.53	19045.53	0
101714	CHRYSLER/ STELCO	2008077587	08/11/2008	18,039.07	18039.07	0
101714	CHRYSLER/ STELCO	2008077588	08/11/2008	10,085.19	10085.19	0
101714	CHRYSLER/ STELCO	2008077802	08/11/2008	12,086.06	12086.06	0
101714	CHRYSLER/ STELCO	2008077803	08/11/2008	9,362.66	9362.66	0
101714	CHRYSLER/ STELCO	2008077804	08/11/2008	18,511.84	18511.84	0
101714	CHRYSLER/ STELCO	2008077805	08/11/2008	16,593.55	16593.55	0
101714	CHRYSLER/ STELCO	2008078000	08/11/2008	22,227.19	22227.19	0

101714	CHRYSLER/ STELCO	2008078001	08/11/2008	21,755.18	21755.18	0
101714	CHRYSLER/ STELCO	2008078131	08/11/2008	19,460.29	19460.29	0
101714	CHRYSLER/ STELCO	2008078132	08/11/2008	18,517.93	18517.93	0
101714	CHRYSLER/ STELCO	2008078133	08/11/2008	16,630.15	16630.15	0
101714	CHRYSLER/ STELCO	2008078299	08/11/2008	18,810.71	18810.71	0
101714	CHRYSLER/ STELCO	2008078300	08/11/2008	18,103.17	18103.17	0
101714	CHRYSLER/ STELCO	2008078301	08/11/2008	18,331.90	18331.9	0
101714	CHRYSLER/ STELCO	2008078550	08/11/2008	17,606.06	17606.06	0
101714	CHRYSLER/ STELCO	2008078551	08/11/2008	19,929.96	19929.96	0
101714	CHRYSLER/ STELCO	2008078552	08/11/2008	21,663.08	21663.08	0
101714	CHRYSLER/ STELCO	2008078553	08/11/2008	12,654.79	12654.79	0
101714	CHRYSLER/ STELCO	2008078554	08/11/2008	15,373.66	15373.66	0
101714	CHRYSLER/ STELCO	2008078555	08/11/2008	13,866.01	13866.01	0
101714	CHRYSLER/ STELCO	2008078764	08/11/2008	39,768.41	39768.41	0
101714	CHRYSLER/ STELCO	2008078765	08/11/2008	18,591.12	18591.12	0
101714	CHRYSLER/ STELCO	2008078981	08/11/2008	19,018.08	19018.08	0
101714	CHRYSLER/ STELCO	2008078982	08/11/2008	38,560.73	38560.73	0
101714	CHRYSLER/ STELCO	2008079258	08/11/2008	14,001.29	14001.29	0
101714	CHRYSLER/ STELCO	2008079259	08/11/2008	12,680.69	12680.69	0
101714	CHRYSLER/ STELCO	2008079260	08/11/2008	12,549.62	12549.62	0
101714	CHRYSLER/ STELCO	2008079261	08/11/2008	13,013.18	13013.18	0
101714	CHRYSLER/ STELCO	2008079687	08/11/2008	8,903.74	8903.74	0
101714	CHRYSLER/ STELCO	2008079688	08/11/2008	23,818.75	23818.75	0
101714	CHRYSLER/ STELCO	2008079689	08/11/2008	9,736.60	9736.6	0
101714	CHRYSLER/ STELCO	2008080703	08/12/2008	7,220.41	7220.41	0
101714	CHRYSLER/ STELCO	2008080704	08/12/2008	19,210.22	19210.22	0
101714	CHRYSLER/ STELCO	2008080705	08/12/2008	23,578.78	23578.78	0
101714	CHRYSLER/ STELCO	2008081053	08/12/2008	16,532.55	16532.55	0
101714	CHRYSLER/ STELCO	2008081054	08/12/2008	19,152.27	19152.27	0
101714	CHRYSLER/ STELCO	2008081055	08/12/2008	18,392.89	18392.89	0
101714	CHRYSLER/ STELCO	2008081356	08/12/2008	24,526.74	24526.74	0
101714	CHRYSLER/ STELCO	2008081357	08/12/2008	24,046.11	24046.11	0
101714	CHRYSLER/ STELCO	2008081791	08/12/2008	16,349.57	16349.57	0
101714	CHRYSLER/ STELCO	2008081792	08/12/2008	17,243.14	17243.14	0
101714	CHRYSLER/ STELCO	2008081793	08/12/2008	18,536.23	18536.23	0
101714	CHRYSLER/ STELCO	2008081940	08/12/2008	14,172.07	14172.07	0
101714	CHRYSLER/ STELCO	2008081941	08/12/2008	15,892.12	15892.12	0
101714	CHRYSLER/ STELCO	2008081942	08/12/2008	16,352.63	16352.63	0
101714	CHRYSLER/ STELCO	2008082189	08/12/2008	18,466.48	18466.48	0
101714	CHRYSLER/ STELCO	2008082190	08/12/2008	18,749.71	18749.71	0
101714	CHRYSLER/ STELCO	2008082191	08/12/2008	18,188.56	18188.56	0
101714	CHRYSLER/ STELCO	2008082192	08/12/2008	18,173.32	18173.32	0
101714	CHRYSLER/ STELCO	2008082193	08/12/2008	22,050.36	22050.36	0
101714	CHRYSLER/ STELCO	2008082492	08/12/2008	18,127.57	18127.57	0
101714	CHRYSLER/ STELCO	2008082493	08/12/2008	18,591.12	18591.12	0
101714	CHRYSLER/ STELCO	2008082494	08/12/2008	18,524.03	18524.03	0
101715	CHRYSLER/ TAYLOR	2009000440	09/01/2009	5,533.42	5533.42	0
101715	CHRYSLER/ TAYLOR	2009000818	09/01/2009	2,733.44	2733.44	0
101715	CHRYSLER/ TAYLOR	2009000819	09/01/2009	11,612.42	11612.42	0
101715	CHRYSLER/ TAYLOR	2009002315	09/02/2009	10,431.18	10431.18	0
101715	CHRYSLER/ TAYLOR	2009003316	09/02/2009	8,862.87	8862.87	0
101715	CHRYSLER/ TAYLOR	2009003317	09/02/2009	31,820.82	31820.82	0
101715	CHRYSLER/ TAYLOR	2009003318	09/02/2009	12,957.44	12957.44	0
101715	CHRYSLER/ TAYLOR	2008076799	08/11/2008	11,619.43	11619.43	0
101715	CHRYSLER/ TAYLOR	2008076800	08/11/2008	10,272.32	10272.32	0
101715	CHRYSLER/ TAYLOR	2008076801	08/11/2008	7,042.52	7042.52	0
101715	CHRYSLER/ TAYLOR	2008078022	08/11/2008	13,307.97	13307.97	0
101715	CHRYSLER/ TAYLOR	2008078060	08/11/2008	8,316.00	8316	0
101715	CHRYSLER/ TAYLOR	2008080158	08/12/2008	18,227.37	18227.37	0
101724	CHRYSLER/ WORTHINGTON	2009002489	09/02/2009	14,230.61	14230.61	0
101724	CHRYSLER/ WORTHINGTON	2008076351	08/11/2008	17,324.93	17324.93	0
100118	CHRYSLER / NTS	UNVOUCHERED		2,956.04		2,956.04
101714	CHRYSLER / STELCO	UNVOUCHERED		5,200.22		5,200.22
Totals				6,337,230.01	6329073.8	8156.26 6337230

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	BALANCE	P U	CUR	Over 10 21/02/2009	under 10
300000	CHRYSLER CANADA INC	04064427	22/08/2008					1,309.34	1,309.34	CAD		1,309.34	0
300000	CHRYSLER CANADA INC	04064532	28/08/2008					2,618.67	2,618.67	CAD		2,618.67	0
300000	CHRYSLER CANADA INC	04064623	05/09/2008					2,279.90	2,279.90	CAD		2,279.90	0
300000	CHRYSLER CANADA INC	04064770	12/09/2008					970.56	970.56	CAD		970.56	0
300000	CHRYSLER CANADA INC	04064898	19/09/2008					1,309.34	1,309.34	CAD		1,309.34	0
300000	CHRYSLER CANADA INC	04065029	26/09/2008					3,589.23	3,589.23	CAD		3,589.23	0
300000	CHRYSLER CANADA INC	04065135	03/10/2008					2,279.90	2,279.90	CAD		2,279.90	0
300000	CHRYSLER CANADA INC	04065357	17/10/2008					970.56	970.56	CAD		970.56	0
300000	CHRYSLER CANADA INC	04065623	31/10/2008				1,941.11		1,941.11	CAD		1,941.11	0
300000	CHRYSLER CANADA INC	04065738	07/11/2008				2,514.95		2,514.95	CAD		2,514.95	0
300000	CHRYSLER CANADA INC	04065850	14/11/2008				3,549.55		3,549.55	CAD		3,549.55	0
300000	CHRYSLER CANADA INC	04065979	21/11/2008				2,514.95		2,514.95	CAD		2,514.95	0
300000	CHRYSLER CANADA INC	04066108	28/11/2008				1,480.34		1,480.34	CAD		1,480.34	0
300000	CHRYSLER CANADA INC	04066112	01/12/2008		6,308.74				6,308.74	CAD		6,308.74	0
300000	CHRYSLER CANADA INC	04066125	01/12/2008		30,525.19				30,525.19	CAD		30,525.19	0
300000	CHRYSLER CANADA INC	04066136	01/12/2008		3,935.80				3,935.80	CAD		3,935.80	0
300000	CHRYSLER CANADA INC	04066140	01/12/2008		61,050.37				61,050.37	CAD		61,050.37	0
300000	CHRYSLER CANADA INC	04066141	01/12/2008		36,248.65				36,248.65	CAD		36,248.65	0
300000	CHRYSLER CANADA INC	04066143	01/12/2008		9.57				9.57	CAD		9.57	0
300000	CHRYSLER CANADA INC	04066139	02/12/2008		4,731.55				4,731.55	CAD		4,731.55	0
300000	CHRYSLER CANADA INC	04066145	02/12/2008		8,528.72				8,528.72	CAD		8,528.72	0
300000	CHRYSLER CANADA INC	04066149	02/12/2008		2,409.58				2,409.58	CAD		2,409.58	0
300000	CHRYSLER CANADA INC	04066150	02/12/2008		29,750.18				29,750.18	CAD		29,750.18	0
300000	CHRYSLER CANADA INC	04066157	03/12/2008		4,731.55				4,731.55	CAD		4,731.55	0
300000	CHRYSLER CANADA INC	04066164	03/12/2008		45,787.77				45,787.77	CAD		45,787.77	0
300000	CHRYSLER CANADA INC	04066171	03/12/2008		61,050.37				61,050.37	CAD		61,050.37	0
300000	CHRYSLER CANADA INC	04066176	03/12/2008		53,462.94				53,462.94	CAD		53,462.94	0
300000	CHRYSLER CANADA INC	04066180	03/12/2008		51,511.25				51,511.25	CAD		51,511.25	0
300000	CHRYSLER CANADA INC	04066173	04/12/2008		6,308.74				6,308.74	CAD		6,308.74	0
300000	CHRYSLER CANADA INC	04066191	04/12/2008		22,332.89				22,332.89	CAD		22,332.89	0
300000	CHRYSLER CANADA INC	04066192	04/12/2008		17,463.66				17,463.66	CAD		17,463.66	0
300000	CHRYSLER CANADA INC	04066197	05/12/2008		1,187.25				1,187.25	CAD		1,187.25	0
300000	CHRYSLER CANADA INC	04066198	05/12/2008		314.45				314.45	CAD		314.45	0
300000	CHRYSLER CANADA INC	04066199	05/12/2008		1,034.61				1,034.61	CAD		1,034.61	0
300000	CHRYSLER CANADA INC	04066207	05/12/2008		49,559.55				49,559.55	CAD		49,559.55	0
300000	CHRYSLER CANADA INC	04066122	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066205	08/12/2008		4,731.55				4,731.55	CAD		4,731.55	0
300000	CHRYSLER CANADA INC	04066211	08/12/2008		12,980.12				12,980.12	CAD		12,980.12	0
300000	CHRYSLER CANADA INC	04066216	08/12/2008		26,709.53				26,709.53	CAD		26,709.53	0
300000	CHRYSLER CANADA INC	04066217	08/12/2008		8,878.51				8,878.51	CAD		8,878.51	0
300000	CHRYSLER CANADA INC	04066218	08/12/2008		12,537.50				12,537.50	CAD		12,537.50	0
300000	CHRYSLER CANADA INC	04066219	08/12/2008		9,341.16				9,341.16	CAD		9,341.16	0
300000	CHRYSLER CANADA INC	04066221	08/12/2008		1,180.57				1,180.57	CAD		1,180.57	0
300000	CHRYSLER CANADA INC	04066226	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066228	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066229	08/12/2008		61,050.37				61,050.37	CAD		61,050.37	0
300000	CHRYSLER CANADA INC	04066230	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066232	08/12/2008		4,764.07				4,764.07	CAD		4,764.07	0
300000	CHRYSLER CANADA INC	04066235	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066236	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066237	08/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066233	08/12/2008		3,154.37				3,154.37	CAD		3,154.37	0
300000	CHRYSLER CANADA INC	04066238	09/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066240	09/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066242	09/12/2008		6,993.33				6,993.33	CAD		6,993.33	0
300000	CHRYSLER CANADA INC	04066243	09/12/2008		8,878.51				8,878.51	CAD		8,878.51	0
300000	CHRYSLER CANADA INC	04066244	09/12/2008		12,537.50				12,537.50	CAD		12,537.50	0
300000	CHRYSLER CANADA INC	04066250	09/12/2008		8,768.53				8,768.53	CAD		8,768.53	0
300000	CHRYSLER CANADA INC	04066252	09/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066257	09/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066259	09/12/2008		12,980.12				12,980.12	CAD		12,980.12	0
300000	CHRYSLER CANADA INC	04066261	09/12/2008		11,861.72				11,861.72	CAD		11,861.72	0
300000	CHRYSLER CANADA INC	04066256	10/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066264	10/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066265	10/12/2008		1,577.18				1,577.18	CAD		1,577.18	0
300000	CHRYSLER CANADA INC	04066267	10/12/2008		36,248.65				36,248.65	CAD		36,248.65	0
300000	CHRYSLER CANADA INC	04066269	10/12/2008		11,303.33				11,303.33	CAD		11,303.33	0
300000	CHRYSLER CANADA INC	04066272	10/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066275	10/12/2008		61,050.37				61,050.37	CAD		61,050.37	0
300000	CHRYSLER CANADA INC	04066277	10/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066278	10/12/2008		18,129.81				18,129.81	CAD		18,129.81	0
300000	CHRYSLER CANADA INC	04066280	10/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066282	10/12/2008		12,980.12				12,980.12	CAD		12,980.12	0
300000	CHRYSLER CANADA INC	04066279	11/12/2008		4,731.55				4,731.55	CAD		4,731.55	0
300000	CHRYSLER CANADA INC	04066283	11/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066284	11/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066287	11/12/2008		3,879.61				3,879.61	CAD		3,879.61	0
300000	CHRYSLER CANADA INC	04066288	11/12/2008		12,537.50				12,537.50	CAD		12,537.50	0
300000	CHRYSLER CANADA INC	04066289	11/12/2008		8,878.51				8,878.51	CAD		8,878.51	0
300000	CHRYSLER CANADA INC	04066292	11/12/2008		12,980.12				12,980.12	CAD		12,980.12	0
300000	CHRYSLER CANADA INC	04066295	11/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066296	11/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066299	11/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066300	11/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066302	12/12/2008		16,017.72				16,017.72	CAD		16,017.72	0
300000	CHRYSLER CANADA INC	04066303	12/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066305	12/12/2008		228.07				228.07	CAD		228.07	0
300000	CHRYSLER CANADA INC	04066306	12/12/2008		593.63				593.63	CAD		593.63	0
300000	CHRYSLER CANADA INC	04066308	12/12/2008		1,034.61				1,034.61	CAD		1,034.61	0
300000	CHRYSLER CANADA INC	04066310	12/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066312	12/12/2008		8,878.51				8,878.51	CAD		8,878.51	0
300000	CHRYSLER CANADA INC	04066315	12/12/2008		11,327.81				11,327.81	CAD		11,327.81	0
300000	CHRYSLER CANADA INC	04066317	12/12/2008		12,529.11				12,529.11	CAD		12,529.11	0
300000	CHRYSLER CANADA INC	04066322	12/12/2008		47,695.60				47,695.60	CAD		47,695.60	0
300000	CHRYSLER CANADA INC	04056323	12/12/2008		11,327.81				11,327.81	CAD		11,327.81	0

300000	CHRYSLER CANADA INC	04066346	15/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066088	16/12/2008	18,926.21	18,926.21	GAD	18926.21	0
300000	CHRYSLER CANADA INC	04066319	16/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066347	16/12/2008	13,130.46	13,130.46	GAD	13130.46	0
300000	CHRYSLER CANADA INC	04066348	16/12/2008	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066349	16/12/2008	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066353	16/12/2008	1,793.16	1,793.16	GAD	1793.16	0
300000	CHRYSLER CANADA INC	04066355	16/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066356	16/12/2008	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066364	16/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066367	16/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066368	16/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066369	16/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066370	17/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066371	17/12/2008	1,577.18	1,577.18	GAD	1577.18	0
300000	CHRYSLER CANADA INC	04066373	17/12/2008	13,130.46	13,130.46	GAD	13130.46	0
300000	CHRYSLER CANADA INC	04066376	17/12/2008	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066380	17/12/2008	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066381	17/12/2008	765.89	765.89	GAD	765.89	0
300000	CHRYSLER CANADA INC	04066383	17/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066384	17/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066385	17/12/2008	61,050.37	61,050.37	GAD	61050.37	0
300000	CHRYSLER CANADA INC	04066386	17/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066387	17/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066388	17/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066389	17/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066390	18/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066393	18/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066394	18/12/2008	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066395	18/12/2008	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066396	18/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066400	18/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066403	18/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066404	18/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066405	18/12/2008	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066406	18/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066407	19/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066408	19/12/2008	7,299.60	7,299.60	GAD	7299.60	0
300000	CHRYSLER CANADA INC	04066409	19/12/2008	2,960.67	2,960.67	GAD	2960.67	0
300000	CHRYSLER CANADA INC	04066410	19/12/2008	11,303.33	11,303.33	GAD	11303.33	0
300000	CHRYSLER CANADA INC	04066412	19/12/2008	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066413	19/12/2008	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066417	19/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066418	19/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066419	19/12/2008	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066439	19/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066447	19/01/2009	13,664.19	13,664.19	GAD	13664.19	0
300000	CHRYSLER CANADA INC	04066448	19/01/2009	12,829.79	12,829.79	GAD	12829.79	0
300000	CHRYSLER CANADA INC	04066459	19/01/2009	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066461	19/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066462	19/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066464	19/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066465	19/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066466	19/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066463	20/01/2009	1,567.38	1,567.38	GAD	1567.38	0
300000	CHRYSLER CANADA INC	04066467	20/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066472	20/01/2009	16,017.72	16,017.72	GAD	16017.72	0
300000	CHRYSLER CANADA INC	04066476	20/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066479	20/01/2009	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066481	20/01/2009	13,154.59	13,154.59	GAD	13154.59	0
300000	CHRYSLER CANADA INC	04066483	20/01/2009	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066484	20/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066486	20/01/2009	13,870.46	13,870.46	GAD	13870.46	0
300000	CHRYSLER CANADA INC	04066487	20/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066489	20/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066469	21/01/2009	7,885.92	7,885.92	GAD	7885.92	0
300000	CHRYSLER CANADA INC	04066473	21/01/2009	16,017.72	16,017.72	GAD	16017.72	0
300000	CHRYSLER CANADA INC	04066474	21/01/2009	16,017.72	16,017.72	GAD	16017.72	0
300000	CHRYSLER CANADA INC	04066477	21/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066490	21/01/2009	12,980.12	12,980.12	GAD	12980.12	0
300000	CHRYSLER CANADA INC	04066493	21/01/2009	9,539.12	9,539.12	GAD	9539.12	0
300000	CHRYSLER CANADA INC	04066494	21/01/2009	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066497	21/01/2009	4,731.55	4,731.55	GAD	4731.55	0
300000	CHRYSLER CANADA INC	04066499	21/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066501	21/01/2009	12,814.55	12,814.55	GAD	12814.55	0
300000	CHRYSLER CANADA INC	04066502	21/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066505	21/01/2009	58,194.12	58,194.12	GAD	58194.12	0
300000	CHRYSLER CANADA INC	04066507	21/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066508	21/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066510	21/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066511	21/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066517	22/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066520	22/01/2009	8,934.94	8,934.94	GAD	8934.94	0
300000	CHRYSLER CANADA INC	04066521	22/01/2009	13,130.46	13,130.46	GAD	13130.46	0
300000	CHRYSLER CANADA INC	04066522	22/01/2009	11,920.42	11,920.42	GAD	11920.42	0
300000	CHRYSLER CANADA INC	04066528	22/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066529	22/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066530	22/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066532	22/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066533	22/01/2009	11,594.76	11,594.76	GAD	11594.76	0
300000	CHRYSLER CANADA INC	04066513	23/01/2009	4,731.55	4,731.55	GAD	4731.55	0
300000	CHRYSLER CANADA INC	04066515	23/01/2009	7,141.28	7,141.28	GAD	7141.28	0
300000	CHRYSLER CANADA INC	04066516	23/01/2009	16,017.72	16,017.72	GAD	16017.72	0
300000	CHRYSLER CANADA INC	04066522	23/01/2009	5,294.34	5,294.34	GAD	5294.34	0
300000	CHRYSLER CANADA INC	04066523	23/01/2009	1,034.61	1,034.61	GAD	1034.61	0
300000	CHRYSLER CANADA INC	04066535	23/01/2009	13,314.51	13,314.51	GAD	13314.51	0
300000	CHRYSLER CANADA INC	04066537	23/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066539	23/01/2009	5,821.22	5,821.22	GAD	5821.22	0
300000	CHRYSLER CANADA INC	04066542	23/01/2009	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066543	23/01/2009	12,128.68	12,128.68	GAD	12128.68	0
300000	CHRYSLER CANADA INC	04066547	23/01/2009	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066550	23/01/2009	25,750.14	25,750.14	GAD	25750.14	0
300000	CHRYSLER CANADA INC	04066551	23/01/2009	12,529.11	12,529.11	GAD	12529.11	0
300000	CHRYSLER CANADA INC	04066553	23/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066554	23/01/2009	10,069.16	10,069.16	GAD	10069.16	0
300000	CHRYSLER CANADA INC	04066556	23/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066557	23/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066559	23/01/2009	11,327.81	11,327.81	GAD	11327.81	0
300000	CHRYSLER CANADA INC	04066541	26/01/2009	6,308.74	6,308.74	GAD	6308.74	0
300000	CHRYSLER CANADA INC	04066560	26/01/2009	13,130.46	13,130.46	GAD	13130.46	0
300000	CHRYSLER CANADA INC	04066564	26/01/2009	12,537.50	12,537.50	GAD	12537.50	0
300000	CHRYSLER CANADA INC	04066567	26/01/2009	6,528.72	6,528.72	GAD	6528.72	0
300000	CHRYSLER CANADA INC	04066568	26/01/2009	8,878.51	8,878.51	GAD	8878.51	0
300000	CHRYSLER CANADA INC	04066569	26/01/2009	12,529.11	12,529.11	GAD	12529.11	0

300000	CHRYSLER CANADA INC	04066571	26/01/2009		17,170.41		17,170.41	CAD	17170.41	0
300000	CHRYSLER CANADA INC	04066572	26/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066573	26/01/2009		2,374.30		2,374.30	CAD	2374.30	0
300000	CHRYSLER CANADA INC	04066575	26/01/2009		12,463.07		12,463.07	CAD	12463.07	0
300000	CHRYSLER CANADA INC	04066576	26/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066578	26/01/2009		40,206.88		40,206.88	CAD	40206.88	0
300000	CHRYSLER CANADA INC	04066581	26/01/2009		11,995.20		11,995.20	CAD	11995.20	0
300000	CHRYSLER CANADA INC	04066583	26/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066584	26/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066586	26/01/2009		11,861.72		11,861.72	CAD	11861.72	0
300000	CHRYSLER CANADA INC	04066587	27/01/2009		3,154.37		3,154.37	CAD	3154.37	0
300000	CHRYSLER CANADA INC	04066587	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066589	27/01/2009		13,280.80		13,280.80	CAD	13280.80	0
300000	CHRYSLER CANADA INC	04066592	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066594	27/01/2009		3,113.72		3,113.72	CAD	3113.72	0
300000	CHRYSLER CANADA INC	04066596	27/01/2009		8,878.51		8,878.51	CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066597	27/01/2009		12,262.16		12,262.16	CAD	12262.16	0
300000	CHRYSLER CANADA INC	04066599	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066601	27/01/2009		24,251.22		24,251.22	CAD	24251.22	0
300000	CHRYSLER CANADA INC	04066602	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066603	27/01/2009		16,145.21		16,145.21	CAD	16145.21	0
300000	CHRYSLER CANADA INC	04066605	27/01/2009		12,980.12		12,980.12	CAD	12980.12	0
300000	CHRYSLER CANADA INC	04066607	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066610	27/01/2009		11,327.81		11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066611	27/01/2009		11,995.20		11,995.20	CAD	11995.20	0
300000	CHRYSLER CANADA INC	04066590	28/01/2009	3,154.37		3,154.37		CAD	3154.37	0
300000	CHRYSLER CANADA INC	04066613	28/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066614	28/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066616	28/01/2009	13,130.46		13,130.46		CAD	13130.46	0
300000	CHRYSLER CANADA INC	04066619	28/01/2009	34,340.83		34,340.83		CAD	34340.83	0
300000	CHRYSLER CANADA INC	04066622	28/01/2009	2,707.50		2,707.50		CAD	2707.50	0
300000	CHRYSLER CANADA INC	04066625	28/01/2009	8,878.51		8,878.51		CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066626	28/01/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066630	28/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066631	28/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066632	28/01/2009	40,152.04		40,152.04		CAD	40152.04	0
300000	CHRYSLER CANADA INC	04066633	28/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066634	28/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066609	29/01/2009	12,537.50		12,537.50		CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066615	29/01/2009	4,731.55		4,731.55		CAD	4731.55	0
300000	CHRYSLER CANADA INC	04066635	29/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066638	29/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066641	29/01/2009	3,113.72		3,113.72		CAD	3113.72	0
300000	CHRYSLER CANADA INC	04066643	29/01/2009	13,130.46		13,130.46		CAD	13130.46	0
300000	CHRYSLER CANADA INC	04066645	29/01/2009	2,301.83		2,301.83		CAD	2301.83	0
300000	CHRYSLER CANADA INC	04066647	29/01/2009	26,556.98		26,556.98		CAD	26556.98	0
300000	CHRYSLER CANADA INC	04066650	29/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066651	29/01/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066654	29/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066655	29/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066657	30/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066658	30/01/2009	4,731.55		4,731.55		CAD	4731.55	0
300000	CHRYSLER CANADA INC	04066660	30/01/2009	74.00		74.00		CAD	74.00	0
300000	CHRYSLER CANADA INC	04066661	30/01/2009	1,139.76		1,139.76		CAD	1139.76	0
300000	CHRYSLER CANADA INC	04066662	30/01/2009	16,017.72		16,017.72		CAD	16017.72	0
300000	CHRYSLER CANADA INC	04066663	30/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066664	30/01/2009	3,513.47		3,513.47		CAD	3513.47	0
300000	CHRYSLER CANADA INC	04066665	30/01/2009	703.96		703.96		CAD	703.96	0
300000	CHRYSLER CANADA INC	04066666	30/01/2009	129.28		129.28		CAD	129.28	0
300000	CHRYSLER CANADA INC	04066667	30/01/2009	1,034.61		1,034.61		CAD	1034.61	0
300000	CHRYSLER CANADA INC	04066670	30/01/2009	5,821.22		5,821.22		CAD	5821.22	0
300000	CHRYSLER CANADA INC	04066671	30/01/2009	6,576.68		6,576.68		CAD	6576.68	0
300000	CHRYSLER CANADA INC	04066672	30/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066674	30/01/2009	12,537.50		12,537.50		CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066675	30/01/2009	11,728.25		11,728.25		CAD	11728.25	0
300000	CHRYSLER CANADA INC	04066676	30/01/2009	32,433.01		32,433.01		CAD	32433.01	0
300000	CHRYSLER CANADA INC	04066678	30/01/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066681	30/01/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066682	30/01/2009	12,179.25		12,179.25		CAD	12179.25	0
300000	CHRYSLER CANADA INC	04066683	02/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066684	02/02/2009	12,980.12		12,980.12		CAD	12980.12	0
300000	CHRYSLER CANADA INC	04066685	02/02/2009	5,821.22		5,821.22		CAD	5821.22	0
300000	CHRYSLER CANADA INC	04066687	02/02/2009	6,308.74		6,308.74		CAD	6308.74	0
300000	CHRYSLER CANADA INC	04066688	02/02/2009	8,878.51		8,878.51		CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066689	02/02/2009	12,537.50		12,537.50		CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066694	02/02/2009	19.15		19.15		CAD	19.15	0
300000	CHRYSLER CANADA INC	04066695	02/02/2009	878.25		878.25		CAD	878.25	0
300000	CHRYSLER CANADA INC	04066696	02/02/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066697	02/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066698	02/02/2009	3,568.03		3,568.03		CAD	3568.03	0
300000	CHRYSLER CANADA INC	04066701	02/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066702	02/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066703	02/02/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066704	02/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066705	03/02/2009	12,980.12		12,980.12		CAD	12980.12	0
300000	CHRYSLER CANADA INC	04066706	03/02/2009	12,537.50		12,537.50		CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066707	03/02/2009	6,587.11		6,587.11		CAD	6587.11	0
300000	CHRYSLER CANADA INC	04066710	03/02/2009	3,154.37		3,154.37		CAD	3154.37	0
300000	CHRYSLER CANADA INC	04066711	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066713	03/02/2009	2,409.58		2,409.58		CAD	2409.58	0
300000	CHRYSLER CANADA INC	04066714	03/02/2009	18,428.20		18,428.20		CAD	18428.20	0
300000	CHRYSLER CANADA INC	04066716	03/02/2009	8,878.51		8,878.51		CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066718	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066721	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066722	03/02/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066723	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066724	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066726	03/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066719	04/02/2009	6,308.74		6,308.74		CAD	6308.74	0
300000	CHRYSLER CANADA INC	04066727	04/02/2009	12,529.11		12,529.11		CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066728	04/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066729	04/02/2009	5,821.22		5,821.22		CAD	5821.22	0
300000	CHRYSLER CANADA INC	04066730	04/02/2009	34,340.83		34,340.83		CAD	34340.83	0
300000	CHRYSLER CANADA INC	04066733	04/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066735	04/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066737	04/02/2009	11,327.81		11,327.81		CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066738	04/02/2009	12,529.11						

300000	CHRYSLER CANADA INC	04066746	05/02/2009	8,878.51	8,878.51	CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066747	05/02/2009	14,523.52	14,523.52	CAD	14523.52	0
300000	CHRYSLER CANADA INC	04066751	05/02/2009	12,537.50	12,537.50	CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066752	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066757	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066758	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066759	05/02/2009	12,980.12	12,980.12	CAD	12980.12	0
300000	CHRYSLER CANADA INC	04066760	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066761	06/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066762	06/02/2009	12,529.11	12,529.11	CAD	12529.11	0
300000	CHRYSLER CANADA INC	04066763	06/02/2009	3,154.37	3,154.37	CAD	3154.37	0
300000	CHRYSLER CANADA INC	04066765	06/02/2009	228.07	228.07	CAD	228.07	0
300000	CHRYSLER CANADA INC	04066766	06/02/2009	3,513.47	3,513.47	CAD	3513.47	0
300000	CHRYSLER CANADA INC	04066767	06/02/2009	304.88	304.88	CAD	304.88	0
300000	CHRYSLER CANADA INC	04066768	06/02/2009	943.09	943.09	CAD	943.09	0
300000	CHRYSLER CANADA INC	04066769	06/02/2009	6,955.95	6,955.95	CAD	6955.95	0
300000	CHRYSLER CANADA INC	04066770	05/02/2009	12,537.50	12,537.50	CAD	12537.50	0
300000	CHRYSLER CANADA INC	04066772	06/02/2009	2,630.67	2,630.67	CAD	2630.67	0
300000	CHRYSLER CANADA INC	04066776	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066781	06/02/2009	12,980.12	12,980.12	CAD	12980.12	0
300000	CHRYSLER CANADA INC	04066782	06/02/2009	7,551.87	7,551.87	CAD	7551.87	0
300000	CHRYSLER CANADA INC	04066783	05/02/2009	11,327.81	11,327.81	CAD	11327.81	0
300000	CHRYSLER CANADA INC	04066775	09/02/2009	15,471.65	15,471.65	CAD	15471.65	0
300000	CHRYSLER CANADA INC	04066777	09/02/2009	15,771.84	15,771.84	CAD	15771.84	0
300000	CHRYSLER CANADA INC	04066785	09/02/2009	11,446.95	11,446.95	CAD	11446.95	0
300000	CHRYSLER CANADA INC	04066786	09/02/2009	5,227.44	5,227.44	CAD	5227.44	0
300000	CHRYSLER CANADA INC	04066791	09/02/2009	19,078.24	19,078.24	CAD	19078.24	0
300000	CHRYSLER CANADA INC	04066794	09/02/2009	5,470.98	5,470.98	CAD	5470.98	0
300000	CHRYSLER CANADA INC	04066801	10/02/2009	17,563.04	17,563.04	CAD	17563.04	0
300000	CHRYSLER CANADA INC	04066813	11/02/2009	38,156.48	38,156.48	CAD	38156.48	0
300000	CHRYSLER CANADA INC	04066821	11/02/2009	38,156.48	38,156.48	CAD	38156.48	0
300000	CHRYSLER CANADA INC	04066825	12/02/2009	765.89	765.89	CAD	765.89	0
300000	CHRYSLER CANADA INC	04066831	12/02/2009	15,401.68	15,401.68	CAD	15401.68	0
300000	CHRYSLER CANADA INC	04066836	13/02/2009	1,789.90	1,789.90	CAD	1789.90	0
300000	CHRYSLER CANADA INC	04066837	13/02/2009	2,053.55	2,053.55	CAD	2053.55	0
300000	CHRYSLER CANADA INC	04066838	13/02/2009	1,931.54	1,931.54	CAD	1931.54	0
300000	CHRYSLER CANADA INC	04066839	13/02/2009	314.45	314.45	CAD	314.45	0
300000	CHRYSLER CANADA INC	04066840	13/02/2009	2,514.95	2,514.95	CAD	2514.95	0
300000	CHRYSLER CANADA INC	04066843	13/02/2009	15,262.59	15,262.59	CAD	15262.59	0
300000	CHRYSLER CANADA INC	04066844	13/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066845	13/02/2009	16,017.72	16,017.72	CAD	16017.72	0
300000	CHRYSLER CANADA INC	04066846	13/02/2009	8,878.51	8,878.51	CAD	8878.51	0
300000	CHRYSLER CANADA INC	04066850	13/02/2009	1,139.76	1,139.76	CAD	1139.76	0
300000	CHRYSLER CANADA INC	04066851	13/02/2009	325.55	325.55	CAD	325.55	0
300000	CHRYSLER CANADA INC	04066852	13/02/2009	51,511.25	51,511.25	CAD	51511.25	0
300000	CHRYSLER CANADA INC	04066854	13/02/2009	20,806.70	20,806.70	CAD	20806.70	0
300000	CHRYSLER CANADA INC	04066860	16/02/2009	3,473.39	3,473.39	CAD	3473.39	0
300000	CHRYSLER CANADA INC	04066861	16/02/2009	2,318.68	2,318.68	CAD	2318.68	0
300000	CHRYSLER CANADA INC	04066867	17/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066868	17/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066869	17/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066870	17/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066871	17/02/2009	4,550.00	4,550.00	CAD	4550.00	0
300000	CHRYSLER CANADA INC	04066872	17/02/2009	3,822.00	3,822.00	CAD	3822.00	0
300000	CHRYSLER CANADA INC	04066873	17/02/2009	26,399.59	26,399.59	CAD	26399.59	0
300000	CHRYSLER CANADA INC	04066880	17/02/2009	1,793.16	1,793.16	CAD	1793.16	0
300000	CHRYSLER CANADA INC	04066883	18/02/2009	47,695.60	47,695.60	CAD	47695.60	0
300000	CHRYSLER CANADA INC	04066885	18/02/2009	28,617.36	28,617.36	CAD	28617.36	0
300000	CHRYSLER CANADA INC	04066892	18/02/2009	11,642.44	11,642.44	CAD	11642.44	0
300000	CHRYSLER CANADA INC	04066895	19/02/2009	7,025.22	7,025.22	CAD	7025.22	0
300000	CHRYSLER CANADA INC	04066890	20/02/2009	718.60	718.60	CAD	718.60	0
300000	CHRYSLER CANADA INC	04066891	20/02/2009	2,374.50	2,374.50	CAD	2374.50	0
300000	CHRYSLER CANADA INC	04066892	20/02/2009	133.82	133.82	CAD	133.82	0
300000	CHRYSLER CANADA INC	04066893	20/02/2009	4,584.16	4,584.16	CAD	4584.16	0
300000	CHRYSLER CANADA INC	04066896	20/02/2009	511.81	511.81	CAD	511.81	0
300000	CHRYSLER CANADA INC	04066907	20/02/2009	1,577.18	1,577.18	CAD	1577.18	0
300000	CHRYSLER CANADA INC	04066910	20/02/2009	1,778.09	1,778.09	CAD	1778.09	0
300000	CHRYSLER CANADA INC	04066911	20/02/2009	16,017.72	16,017.72	CAD	16017.72	0
300000	CHRYSLER CANADA INC	04066913	20/02/2009	3,113.72	3,113.72	CAD	3113.72	0
300000	CHRYSLER CANADA INC	04066926	20/02/2009	34,340.83	34,340.83	CAD	34340.83	0
300000	CHRYSLER CANADA INC	04066904	23/02/2009	12,529.11	12,529.11	CAD	0	12529.11
300000	CHRYSLER CANADA INC	04066928	23/02/2009	4,731.55	4,731.55	CAD	0	4731.55
300000	CHRYSLER CANADA INC	04066931	23/02/2009	12,537.50	12,537.50	CAD	0	12537.50
300000	CHRYSLER CANADA INC	04066935	23/02/2009	22,893.89	22,893.89	CAD	0	22893.89
300000	CHRYSLER CANADA INC	04066936	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066939	23/02/2009	2,707.50	2,707.50	CAD	0	2707.50
300000	CHRYSLER CANADA INC	04066940	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066944	23/02/2009	61,050.37	61,050.37	CAD	0	61050.37
300000	CHRYSLER CANADA INC	04066947	23/02/2009	12,529.11	12,529.11	CAD	0	12529.11
300000	CHRYSLER CANADA INC	04066948	23/02/2009	3,941.68	3,941.68	CAD	0	3941.68
300000	CHRYSLER CANADA INC	04066949	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066951	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066952	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066953	23/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066932	24/02/2009	8,878.51	8,878.51	CAD	0	8878.51
300000	CHRYSLER CANADA INC	04066954	24/02/2009	12,529.11	12,529.11	CAD	0	12529.11
300000	CHRYSLER CANADA INC	04066957	24/02/2009	12,463.07	12,463.07	CAD	0	12463.07
300000	CHRYSLER CANADA INC	04066958	24/02/2009	3,879.61	3,879.61	CAD	0	3879.61
300000	CHRYSLER CANADA INC	04066963	24/02/2009	12,537.50	12,537.50	CAD	0	12537.50
300000	CHRYSLER CANADA INC	04066964	24/02/2009	12,128.68	12,128.68	CAD	0	12128.68
300000	CHRYSLER CANADA INC	04066965	24/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066966	24/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066969	24/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066971	24/02/2009	11,594.76	11,594.76	CAD	0	11594.76
300000	CHRYSLER CANADA INC	04066972	24/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066959	25/02/2009	15,771.84	15,771.84	CAD	0	15771.84
300000	CHRYSLER CANADA INC	04066973	25/02/2009	12,162.39	12,162.39	CAD	0	12162.39
300000	CHRYSLER CANADA INC	04066975	25/02/2009	36,248.65	36,248.65	CAD	0	36248.65
300000	CHRYSLER CANADA INC	04066976	25/02/2009	5,821.22	5,821.22	CAD	0	5821.22
300000	CHRYSLER CANADA INC	04066977	25/02/2009	11,327.81	11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04066981	25/02/2009	13,747.20	13,747.20	CAD	0	13747.20
300000	CHRYSLER CANADA INC	04066987	25/02/2009	12,128.68	12,128.68	CAD	0	12128.68
300000	CHRYSLER CANADA INC	04066990	25/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04066993	25/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04066994	25/02/2009	51,489.31	51,489.31	CAD	0	51489.31
300000	CHRYSLER CANADA INC	04066996	25/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04066997	25/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04066998	25/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04066999	26/02/2009	9,463.10	9,463.10	CAD	0	9463.10
300000	CHRYSLER CANADA INC	04067000	26/02/2009	12,162.39	12,162.39	CAD	0	12162.39
300000	CHRYSLER CANADA INC	04067001	26/02/2009	11,728.25	11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067003	26/02/2009	3,113.72	3,113.72	CAD	0	3113.72
300000	CHRYSLER CANADA INC	04067004	26/02/2009	95.74	95.74	CAD	0	95.74
300000	CHRYSLER CANADA INC	04067007	26/02/2009	812.25	812.25	CAD	0	812.25

300000	CHRYSLER CANADA INC	04067008	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067011	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067012	26/02/2009	37,572.53		37,572.53	CAD	0	37572.53
300000	CHRYSLER CANADA INC	04067017	26/02/2009	7,258.14		7,258.14	CAD	0	7258.14
300000	CHRYSLER CANADA INC	04067018	26/02/2009	12,295.88		12,295.88	CAD	0	12295.88
300000	CHRYSLER CANADA INC	04067022	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067026	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067027	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067028	26/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067029	27/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067034	27/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067038	27/02/2009	5,821.22		5,821.22	CAD	0	5821.22
300000	CHRYSLER CANADA INC	04067039	27/02/2009	14,172.11		14,172.11	CAD	0	14172.11
300000	CHRYSLER CANADA INC	04067045	27/02/2009	12,579.69		12,579.69	CAD	0	12579.69
300000	CHRYSLER CANADA INC	04067048	27/02/2009	8,878.51		8,878.51	CAD	0	8878.51
300000	CHRYSLER CANADA INC	04067050	27/02/2009	16,017.72		16,017.72	CAD	0	16017.72
300000	CHRYSLER CANADA INC	04067051	27/02/2009	35,182.79		35,182.79	CAD	0	35182.79
300000	CHRYSLER CANADA INC	04067052	27/02/2009	2,569.62		2,569.62	CAD	0	2569.62
300000	CHRYSLER CANADA INC	04067054	27/02/2009	5,480.58		5,480.58	CAD	0	5480.58
300000	CHRYSLER CANADA INC	04067055	27/02/2009	9,114.70		9,114.70	CAD	0	9114.70
300000	CHRYSLER CANADA INC	04067057	27/02/2009	6,424.41		6,424.41	CAD	0	6424.41
300000	CHRYSLER CANADA INC	04067061	27/02/2009	11,728.25		11,728.25	CAD	0	11728.25
300000	CHRYSLER CANADA INC	04067062	27/02/2009	23,864.25		23,864.25	CAD	0	23864.25
300000	CHRYSLER CANADA INC	04067063	27/02/2009	11,327.81		11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04067068	27/02/2009	11,327.81		11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04067069	27/02/2009	11,327.81		11,327.81	CAD	0	11327.81
300000	CHRYSLER CANADA INC	04067070	27/02/2009	11,327.81		11,327.81	CAD	0	11327.81
300010	CHRYSLER LLC	04065920	29/06/2007		1,034.61	1,034.61	CAD	1034.61	0
300010	CHRYSLER LLC	04066113	01/12/2008	12,237.01		12,237.01	CAD	12237.01	0
300010	CHRYSLER LLC	04066126	01/12/2008	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066130	01/12/2008	3,387.12		3,387.12	CAD	3387.12	0
300010	CHRYSLER LLC	04066131	01/12/2008	1,831.25		1,831.25	CAD	1831.25	0
300010	CHRYSLER LLC	04066137	01/12/2008	20,773.46		20,773.46	CAD	20773.46	0
300010	CHRYSLER LLC	04066146	02/12/2008	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066156	02/12/2008	5,240.93		5,240.93	CAD	5240.93	0
300010	CHRYSLER LLC	04066158	03/12/2008	12,237.01		12,237.01	CAD	12237.01	0
300010	CHRYSLER LLC	04066181	04/12/2008	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066188	04/12/2008	26,046.13		26,046.13	CAD	26046.13	0
300010	CHRYSLER LLC	04066206	08/12/2008	10,012.10		10,012.10	CAD	10012.10	0
300010	CHRYSLER LLC	04066213	08/12/2008	9,677.14		9,677.14	CAD	9677.14	0
300010	CHRYSLER LLC	04066227	08/12/2008	18,263.99		18,263.99	CAD	18263.99	0
300010	CHRYSLER LLC	04066244	09/12/2008	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066251	09/12/2008	15,532.53		15,532.53	CAD	15532.53	0
300010	CHRYSLER LLC	04066266	10/12/2008	4,449.82		4,449.82	CAD	4449.82	0
300010	CHRYSLER LLC	04066268	10/12/2008	12,902.86		12,902.86	CAD	12902.86	0
300010	CHRYSLER LLC	04066271	10/12/2008	23,504.91		23,504.91	CAD	23504.91	0
300010	CHRYSLER LLC	04066291	11/12/2008	5,240.93		5,240.93	CAD	5240.93	0
300010	CHRYSLER LLC	04066301	12/12/2008	3,337.37		3,337.37	CAD	3337.37	0
300010	CHRYSLER LLC	04066307	12/12/2008	129.28		129.28	CAD	129.28	0
300010	CHRYSLER LLC	04066316	12/12/2008	757.70		757.70	CAD	757.70	0
300010	CHRYSLER LLC	04066335	15/12/2008	3,387.12		3,387.12	CAD	3387.12	0
300010	CHRYSLER LLC	04066336	15/12/2008	1,831.25		1,831.25	CAD	1831.25	0
300010	CHRYSLER LLC	04066087	16/12/2008	1,612.86		1,612.86	CAD	1612.86	0
300010	CHRYSLER LLC	04066354	16/12/2008	13,023.06		13,023.06	CAD	13023.06	0
300010	CHRYSLER LLC	04066475	20/01/2009	6,451.43		6,451.43	CAD	6451.43	0
300010	CHRYSLER LLC	04066485	20/01/2009	85,857.02		85,857.02	CAD	85857.02	0
300010	CHRYSLER LLC	04066471	21/01/2009	17,799.28		17,799.28	CAD	17799.28	0
300010	CHRYSLER LLC	04066478	21/01/2009	14,461.92		14,461.92	CAD	14461.92	0
300010	CHRYSLER LLC	04066496	21/01/2009	7,041.37		7,041.37	CAD	7041.37	0
300010	CHRYSLER LLC	04066503	21/01/2009	11,854.92		11,854.92	CAD	11854.92	0
300010	CHRYSLER LLC	04066504	21/01/2009	7,325.00		7,325.00	CAD	7325.00	0
300010	CHRYSLER LLC	04066525	22/01/2009	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066526	22/01/2009	18,263.99		18,263.99	CAD	18263.99	0
300010	CHRYSLER LLC	04066514	23/01/2009	4,449.82		4,449.82	CAD	4449.82	0
300010	CHRYSLER LLC	04066524	23/01/2009	133.82		133.82	CAD	133.82	0
300010	CHRYSLER LLC	04066545	23/01/2009	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066566	26/01/2009	5,133.55		5,133.55	CAD	5133.55	0
300010	CHRYSLER LLC	04066577	26/01/2009	3,662.50		3,662.50	CAD	3662.50	0
300010	CHRYSLER LLC	04066595	27/01/2009	11,290.01		11,290.01	CAD	11290.01	0
300010	CHRYSLER LLC	04066591	28/01/2009	7,787.19		7,787.19	CAD	7787.19	0
300010	CHRYSLER LLC	04066618	28/01/2009	4,838.58		4,838.58	CAD	4838.58	0
300010	CHRYSLER LLC	04066628	28/01/2009	13,023.06		13,023.06	CAD	13023.06	0
300010	CHRYSLER LLC	04066629	28/01/2009	2,384.25		2,384.25	CAD	2384.25	0
300010	CHRYSLER LLC	04066640	29/01/2009	8,064.29		8,064.29	CAD	8064.29	0
300010	CHRYSLER LLC	04066652	30/01/2009	18,263.99		18,263.99	CAD	18263.99	0
300010	CHRYSLER LLC	04066659	30/01/2009	8,899.64		8,899.64	CAD	8899.64	0
300010	CHRYSLER LLC	04066673	30/01/2009	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066679	02/02/2009	28,777.59		28,777.59	CAD	28777.59	0
300010	CHRYSLER LLC	04066686	02/02/2009	13,349.46		13,349.46	CAD	13349.46	0
300010	CHRYSLER LLC	04066691	02/02/2009	9,972.12		9,972.12	CAD	9972.12	0
300010	CHRYSLER LLC	04066699	02/02/2009	1,693.56		1,693.56	CAD	1693.56	0
300010	CHRYSLER LLC	04066700	02/02/2009	1,831.25		1,831.25	CAD	1831.25	0
300010	CHRYSLER LLC	04066712	03/02/2009	9,677.15		9,677.15	CAD	9677.15	0
300010	CHRYSLER LLC	04066717	03/02/2009	10,259.86		10,259.86	CAD	10259.86	0
300010	CHRYSLER LLC	04066725	03/02/2009	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066720	04/02/2009	14,461.92		14,461.92	CAD	14461.92	0
300010	CHRYSLER LLC	04066731	04/02/2009	1,612.86		1,612.86	CAD	1612.86	0
300010	CHRYSLER LLC	04066736	04/02/2009	23,695.15		23,695.15	CAD	23695.15	0
300010	CHRYSLER LLC	04066753	05/02/2009	7,560.15		7,560.15	CAD	7560.15	0
300010	CHRYSLER LLC	04066756	05/02/2009	18,232.24		18,232.24	CAD	18232.24	0
300010	CHRYSLER LLC	04066764	05/02/2009	7,787.19		7,787.19	CAD	7787.19	0
300010	CHRYSLER LLC	04066780	05/02/2009	20,773.46		20,773.46	CAD	20773.46	0
300010	CHRYSLER LLC	04066778	09/02/2009	10,012.10		10,012.10	CAD	10012.10	0
300010	CHRYSLER LLC	04066788	09/02/2009	3,225.72		3,225.72	CAD	3225.72	0
300010	CHRYSLER LLC	04066792	09/02/2009	1,693.56		1,693.56	CAD	1693.56	0
300010	CHRYSLER LLC	04066793	09/02/2009	3,662.50		3,662.50	CAD	3662.50	0
300010	CHRYSLER LLC	04066800	10/02/2009	12,866.09		12,866.09	CAD	12866.09	0
300010	CHRYSLER LLC	04066803	11/02/2009	11,124.55		11,124.55	CAD	11124.55	0
300010	CHRYSLER LLC	04066814	11/02/2009	21,262.12		21,262.12	CAD	21262.12	0
300010	CHRYSLER LLC	04066819	11/02/2009	12,929.60		12,929.60	CAD	12929.60	0
300010	CHRYSLER LLC	04066822	11/02/2009	7,528.40		7,528.40	CAD	7528.40	0
300010	CHRYSLER LLC	04066828	12/02/2009	8,064.29		8,064.29	CAD	8064.29	0
300010	CHRYSLER LLC	04066830	12/02/2009	23,346.43		23,346.43	CAD	23346.43	0
300010	CHRYSLER LLC	04066841	13/02/2009	129.28		129.28	CAD	129.28	0
300010	CHRYSLER LLC	04066842	13/02/2009	8,899.64		8,899.64	CAD	8899.64	0
300010	CHRYSLER LLC	04066858	18/02/2009	11,124.55		11,124.55	CAD	11124.55	0
300010	CHRYSLER LLC	04066864	16/02/2009	1,831.25		1,831.25	CAD	1831.25	0
300010	CHRYSLER LLC	04066856	17/02/2009	33,796.52		33,796.52	CAD	33796.52	0
300010	CHRYSLER LLC	04066881	17/02/2009	9,677.15		9,677.15	CAD	9677.15	0
300010	CHRYSLER LLC	04066875	18/02/2009	6,674.73		6,674.73	CAD	6674.73	0
300010	CHRYSLER LLC	04066886	18/02/2009	18,263.99		18,263.99	CAD	18263.99	0
300010	CHRYSLER LLC	04066895	19/02/2009	9,677.15		9,677.15	CAD	9677.15	0
300010	CHRYSLER LLC	04066899	19/02/2009						

300010	CHRYSLER LLC	04066924	20/02/2009	2,541.22					2,541.22	CAD	2541.22	0	
300010	CHRYSLER LLC	04066929	23/02/2009	14,461.92					14,461.92	CAD	0	14461.92	
300010	CHRYSLER LLC	04066937	23/02/2009	1,612.86					1,612.86	CAD	0	1612.86	
300010	CHRYSLER LLC	04066943	23/02/2009	3,387.12					3,387.12	CAD	0	3387.12	
300010	CHRYSLER LLC	04066960	24/02/2009	1,612.86					1,612.86	CAD	0	1612.86	
300010	CHRYSLER LLC	04066966	24/02/2009	5,050.69					5,050.69	CAD	0	5050.69	
300010	CHRYSLER LLC	04066980	25/02/2009	12,902.86					12,902.86	CAD	0	12902.86	
300010	CHRYSLER LLC	04066989	25/02/2009	18,263.99					18,263.99	CAD	0	18263.99	
300010	CHRYSLER LLC	04067010	26/02/2009	18,263.99					18,263.99	CAD	0	18263.99	
300010	CHRYSLER LLC	04067014	26/02/2009	1,831.25					1,831.25	CAD	0	1831.25	
300010	CHRYSLER LLC	04067015	26/02/2009	24,500.17					24,500.17	CAD	0	24500.17	
300010	CHRYSLER LLC	04067030	27/02/2009	17,799.28					17,799.28	CAD	0	17799.28	
300010	CHRYSLER LLC	04067041	27/02/2009	6,451.44					6,451.44	CAD	0	6451.44	
300010	CHRYSLER LLC	04067049	27/02/2009	18,263.99					18,263.99	CAD	0	18263.99	
300010	CHRYSLER LLC	04067053	27/02/2009	9,004.50					9,004.50	CAD	0	9004.5	
300010	CHRYSLER LLC	04067056	27/02/2009	789.30					789.30	CAD	0	789.3	
Totals				3,226,631.06	1,334,073.78	2,322,177.88	12,000.90	16,362.11	6,911,245.73		5834028.02	1077217.71	6911245.73

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	BALANCE	P U	P I	CUR
300210	CHRYSLER CANADA INC	04066358	16/12/2008			10,924.53			10,924.53			CAD
300210	CHRYSLER CANADA INC	04066359	16/12/2008			44,511.75			44,511.75			CAD
300210	CHRYSLER CANADA INC	04066360	16/12/2008			2,197.56			2,197.56			CAD
300210	CHRYSLER CANADA INC	04066361	16/12/2008			10,306.83			10,306.83			CAD
300210	CHRYSLER CANADA INC	04066362	16/12/2008			6,323.22			6,323.22			CAD
Totals						74,263.89			74,263.89			

VENDOR ID	VENDOR NAME	INVOICE NO	INVOICE DATE	PAYMENT AMT	Over 10 21/02/2009	under 10
101712	CHRYSLER / DOFASCO:	2008076072	03/11/2008	21,783.31	21783.31	0
101712	CHRYSLER / DOFASCO:	2008076529	04/11/2008	15,434.53	15434.53	0
101712	CHRYSLER / DOFASCO:	2008076530	04/11/2008	19,068.84	19068.84	0
101712	CHRYSLER / DOFASCO:	2008076654	05/11/2008	14,802.98	14802.98	0
101712	CHRYSLER / DOFASCO:	2008076934	06/11/2008	22,645.93	22645.93	0
101712	CHRYSLER / DOFASCO:	2008076960	06/11/2008	17,885.69	17885.69	0
101712	CHRYSLER / DOFASCO:	2008077020	06/11/2008	22,446.67	22446.67	0
101712	CHRYSLER / DOFASCO:	2008077021	06/11/2008	13,610.55	13610.55	0
101712	CHRYSLER / DOFASCO:	2008077022	06/11/2008	13,610.55	13610.55	0
101712	CHRYSLER / DOFASCO:	2008077023	06/11/2008	14,561.60	14561.60	0
101712	CHRYSLER / DOFASCO:	2008077076	06/11/2008	17,885.69	17885.69	0
101712	CHRYSLER / DOFASCO:	2008077491	10/11/2008	11,532.63	11532.63	0
101712	CHRYSLER / DOFASCO:	2008077492	10/11/2008	14,799.36	14799.36	0
101712	CHRYSLER / DOFASCO:	2008077534	10/11/2008	15,607.22	15607.22	0
101712	CHRYSLER / DOFASCO:	2008077535	10/11/2008	10,059.27	10059.27	0
101712	CHRYSLER / DOFASCO:	2008077678	11/11/2008	6,254.94	6254.94	0
101712	CHRYSLER / DOFASCO:	2008077679	11/11/2008	5,347.55	5347.55	0
101712	CHRYSLER / DOFASCO:	2008077680	11/11/2008	6,463.95	6463.95	0
101712	CHRYSLER / DOFASCO:	2008077681	11/11/2008	6,270.23	6270.23	0
101712	CHRYSLER / DOFASCO:	2008077682	11/11/2008	5,852.22	5852.22	0
101712	CHRYSLER / DOFASCO:	2008077885	12/11/2008	18,762.14	18762.14	0
101712	CHRYSLER / DOFASCO:	2008077942	12/11/2008	17,981.95	17981.95	0
101712	CHRYSLER / DOFASCO:	2008078100	13/11/2008	18,475.47	18475.47	0
101712	CHRYSLER / DOFASCO:	2008078130	14/11/2008	18,990.28	18990.28	0
101712	CHRYSLER / DOFASCO:	2008078475	17/11/2008	4,204.87	4204.87	0
101712	CHRYSLER / DOFASCO:	2008078476	17/11/2008	14,799.36	14799.36	0
101712	CHRYSLER / DOFASCO:	2008078915	19/11/2008	22,401.53	22401.53	0
101712	CHRYSLER / DOFASCO:	2008078975	20/11/2008	5,989.86	5989.86	0
101712	CHRYSLER / DOFASCO:	2008078976	20/11/2008	6,453.75	6453.75	0
101712	CHRYSLER / DOFASCO:	2008078977	20/11/2008	5,882.80	5882.80	0
101712	CHRYSLER / DOFASCO:	2008078978	20/11/2008	14,561.60	14561.60	0
101712	CHRYSLER / DOFASCO:	2008078979	20/11/2008	4,244.00	4244.00	0
101712	CHRYSLER / DOFASCO:	2008078980	20/11/2008	4,244.00	4244.00	0
101712	CHRYSLER / DOFASCO:	2008079135	21/11/2008	22,519.51	22519.51	0
101712	CHRYSLER / DOFASCO:	2008079136	21/11/2008	17,716.38	17716.38	0
101712	CHRYSLER / DOFASCO:	2008079152	21/11/2008	22,056.00	22056.00	0
101712	CHRYSLER / DOFASCO:	2008079153	21/11/2008	22,501.45	22501.45	0
101712	CHRYSLER / DOFASCO:	2008079227	21/11/2008	10,059.27	10059.27	0
101712	CHRYSLER / DOFASCO:	2008079228	21/11/2008	11,428.73	11428.73	0
101712	CHRYSLER / DOFASCO:	2008079630	24/11/2008	11,647.64	11647.64	0
101712	CHRYSLER / DOFASCO:	2008079631	24/11/2008	11,274.26	11274.26	0
101712	CHRYSLER / DOFASCO:	2008079632	24/11/2008	18,762.14	18762.14	0
101712	CHRYSLER / DOFASCO:	2008079720	25/11/2008	7,391.76	7391.76	0
101712	CHRYSLER / DOFASCO:	2008079721	25/11/2008	14,418.95	14418.95	0
101712	CHRYSLER / DOFASCO:	2008079722	25/11/2008	11,428.73	11428.73	0
101712	CHRYSLER / DOFASCO:	2008079723	25/11/2008	4,244.00	4244.00	0
101712	CHRYSLER / DOFASCO:	2008079724	25/11/2008	4,244.00	4244.00	0
101712	CHRYSLER / DOFASCO:	2008079942	26/11/2008	19,348.44	19348.44	0
101712	CHRYSLER / DOFASCO:	2008080060	27/11/2008	20,336.72	20336.72	0
101712	CHRYSLER / DOFASCO:	2008080061	27/11/2008	19,667.28	19667.28	0
101712	CHRYSLER / DOFASCO:	2008080062	27/11/2008	20,062.85	20062.85	0
101712	CHRYSLER / DOFASCO:	2008080093	28/11/2008	11,416.25	11416.25	0
101712	CHRYSLER / DOFASCO:	2008080442	02/12/2008	22,706.12	22706.12	0
101712	CHRYSLER / DOFASCO:	2008080443	02/12/2008	22,549.61	22549.61	0
101712	CHRYSLER / DOFASCO:	2008080653	02/12/2008	17,243.10	17243.10	0
101712	CHRYSLER / DOFASCO:	2008080799	03/12/2008	19,433.99	19433.99	0
101712	CHRYSLER / DOFASCO:	2008080860	03/12/2008	19,545.56	19545.56	0
101712	CHRYSLER / DOFASCO:	2008080966	04/12/2008	5,449.50	5449.50	0
101712	CHRYSLER / DOFASCO:	2008080967	04/12/2008	5,413.81	5413.81	0
101712	CHRYSLER / DOFASCO:	2008080968	04/12/2008	5,867.52	5867.52	0
101712	CHRYSLER / DOFASCO:	2008081121	05/12/2008	14,418.95	14418.95	0
101712	CHRYSLER / DOFASCO:	2008081122	05/12/2008	15,026.56	15026.56	0
101712	CHRYSLER / DOFASCO:	2008081123	05/12/2008	11,416.25	11416.25	0
101712	CHRYSLER / DOFASCO:	2008081457	08/12/2008	24,833.08	24833.08	0
101712	CHRYSLER / DOFASCO:	2008081512	08/12/2008	22,237.71	22237.71	0
101712	CHRYSLER / DOFASCO:	2008081565	09/12/2008	5,209.90	5209.90	0
101712	CHRYSLER / DOFASCO:	2008081732	09/12/2008	18,578.98	18578.98	0
101712	CHRYSLER / DOFASCO:	2008081734	09/12/2008	10,083.71	10083.71	0

101712	CHRYSLER / DOFASCO:	2008081735	09/12/2008	7,391.76	7391.76	0
101712	CHRYSLER / DOFASCO:	2008081736	09/12/2008	7,412.90	7412.9	0
101712	CHRYSLER / DOFASCO:	2008081737	09/12/2008	4,190.84	4190.84	0
101712	CHRYSLER / DOFASCO:	2008081738	09/12/2008	4,190.84	4190.84	0
101712	CHRYSLER / DOFASCO:	2008081739	09/12/2008	4,190.84	4190.84	0
101712	CHRYSLER / DOFASCO:	2008081860	10/12/2008	18,578.98	18578.98	0
101712	CHRYSLER / DOFASCO:	2008081895	10/12/2008	17,829.25	17829.25	0
101712	CHRYSLER / DOFASCO:	2008082057	11/12/2008	17,829.25	17829.25	0
101712	CHRYSLER / DOFASCO:	2008082146	12/12/2008	11,424.57	11424.57	0
101712	CHRYSLER / DOFASCO:	2008082147	12/12/2008	4,190.84	4190.84	0
101712	CHRYSLER / DOFASCO:	2008082148	12/12/2008	4,222.73	4222.73	0
101712	CHRYSLER / DOFASCO:	2008082149	12/12/2008	4,222.73	4222.73	0
101712	CHRYSLER / DOFASCO:	2008082174	12/12/2008	10,629.36	10629.36	0
101712	CHRYSLER / DOFASCO:	2009000125	22/01/2009	11,647.64	11647.64	0
101712	CHRYSLER / DOFASCO:	2009000439	14/01/2009	21,626.79	21626.79	0
101712	CHRYSLER / DOFASCO:	2009000456	14/01/2009	23,668.40	23668.4	0
101712	CHRYSLER / DOFASCO:	2009000483	15/01/2009	21,589.38	21589.38	0
101712	CHRYSLER / DOFASCO:	2009000557	16/01/2009	6,434.00	6434	0
101712	CHRYSLER / DOFASCO:	2009000558	16/01/2009	10,931.77	10931.77	0
101712	CHRYSLER / DOFASCO:	2009000574	16/01/2009	14,111.92	14111.92	0
101712	CHRYSLER / DOFASCO:	2009000575	16/01/2009	21,135.19	21135.19	0
101712	CHRYSLER / DOFASCO:	2009000576	16/01/2009	15,026.56	15026.56	0
101712	CHRYSLER / DOFASCO:	2009000577	16/01/2009	13,515.45	13515.45	0
101712	CHRYSLER / DOFASCO:	2009000578	16/01/2009	10,083.71	10083.71	0
101712	CHRYSLER / DOFASCO:	2009000630	19/01/2009	23,011.92	23011.92	0
101712	CHRYSLER / DOFASCO:	2009000753	20/01/2009	23,224.41	23224.41	0
101712	CHRYSLER / DOFASCO:	2009000848	20/01/2009	5,464.79	5464.79	0
101712	CHRYSLER / DOFASCO:	2009000849	20/01/2009	5,979.67	5979.67	0
101712	CHRYSLER / DOFASCO:	2009000850	20/01/2009	5,831.83	5831.83	0
101712	CHRYSLER / DOFASCO:	2009000884	21/01/2009	5,903.19	5903.19	0
101712	CHRYSLER / DOFASCO:	2009000976	21/01/2009	17,720.87	17720.87	0
101712	CHRYSLER / DOFASCO:	2009000977	21/01/2009	17,314.17	17314.17	0
101712	CHRYSLER / DOFASCO:	2009001044	22/01/2009	5,764.19	5764.19	0
101712	CHRYSLER / DOFASCO:	2009001045	22/01/2009	11,543.92	11543.92	0
101712	CHRYSLER / DOFASCO:	2009001046	22/01/2009	10,226.70	10226.7	0
101712	CHRYSLER / DOFASCO:	2009001126	22/01/2009	11,543.92	11543.92	0
101712	CHRYSLER / DOFASCO:	2009001231	23/01/2009	13,515.45	13515.45	0
101712	CHRYSLER / DOFASCO:	2009001232	23/01/2009	10,752.13	10752.13	0
101712	CHRYSLER / DOFASCO:	2009001233	23/01/2009	7,412.90	7412.9	0
101712	CHRYSLER / DOFASCO:	2009001234	23/01/2009	10,931.77	10931.77	0
101712	CHRYSLER / DOFASCO:	2009001394	26/01/2009	23,203.34	23203.34	0
101712	CHRYSLER / DOFASCO:	2009001479	27/01/2009	5,882.80	5882.8	0
101712	CHRYSLER / DOFASCO:	2009001480	27/01/2009	6,107.10	6107.1	0
101712	CHRYSLER / DOFASCO:	2009001501	27/01/2009	10,752.13	10752.13	0
101712	CHRYSLER / DOFASCO:	2009001564	27/01/2009	9,687.89	9687.89	0
101712	CHRYSLER / DOFASCO:	2009001597	27/01/2009	6,081.62	6081.62	0
101712	CHRYSLER / DOFASCO:	2009001598	27/01/2009	6,158.08	6158.08	0
101712	CHRYSLER / DOFASCO:	2009001599	27/01/2009	5,806.34	5806.34	0
101712	CHRYSLER / DOFASCO:	2009001672	28/01/2009	22,203.78	22203.78	0
101712	CHRYSLER / DOFASCO:	2009001744	28/01/2009	19,897.53	19897.53	0
101712	CHRYSLER / DOFASCO:	2009001772	29/01/2009	23,682.07	23682.07	0
101712	CHRYSLER / DOFASCO:	2009001774	29/01/2009	12,609.07	12609.07	0
101712	CHRYSLER / DOFASCO:	2009001818	29/01/2009	24,800.14	24800.14	0
101712	CHRYSLER / DOFASCO:	2009001819	29/01/2009	11,424.57	11424.57	0
101712	CHRYSLER / DOFASCO:	2009001820	29/01/2009	11,588.30	11588.3	0
101712	CHRYSLER / DOFASCO:	2009001930	30/01/2009	13,547.15	13547.15	0
101712	CHRYSLER / DOFASCO:	2009001931	30/01/2009	13,547.15	13547.15	0
101712	CHRYSLER / DOFASCO:	2009001932	30/01/2009	13,763.78	13763.78	0
101712	CHRYSLER / DOFASCO:	2009002313	03/02/2009	11,616.53	11616.53	0
101712	CHRYSLER / DOFASCO:	2009002314	03/02/2009	11,616.53	11616.53	0
101712	CHRYSLER / DOFASCO:	2009002441	03/02/2009	11,689.14	11689.14	0
101712	CHRYSLER / DOFASCO:	2009002442	03/02/2009	11,689.14	11689.14	0
101712	CHRYSLER / DOFASCO:	2009002578	04/02/2009	20,057.78	20057.78	0
101712	CHRYSLER / DOFASCO:	2009002579	04/02/2009	11,588.30	11588.3	0
101712	CHRYSLER / DOFASCO:	2009002580	04/02/2009	10,959.10	10959.1	0
101712	CHRYSLER / DOFASCO:	2009002612	04/02/2009	6,198.86	6198.86	0
101712	CHRYSLER / DOFASCO:	2009002613	04/02/2009	5,816.54	5816.54	0
101712	CHRYSLER / DOFASCO:	2009002614	04/02/2009	6,183.58	6183.58	0
101712	CHRYSLER / DOFASCO:	2009002615	04/02/2009	6,239.65	6239.65	0
101712	CHRYSLER / DOFASCO:	2009002809	06/02/2009	6,173.38	6173.38	0

101712	CHRYSLER / DOFASCO:	2009002810	06/02/2009	5,750.26	5750.26	0
101712	CHRYSLER / DOFASCO:	2009002811	06/02/2009	23,302.67	23302.67	0
101712	CHRYSLER / DOFASCO:	2009003015	08/02/2009	23,131.71	23131.71	0
101712	CHRYSLER / DOFASCO:	2009003016	08/02/2009	23,209.97	23209.97	0
101712	CHRYSLER / DOFASCO:	2009003123	09/02/2009	13,763.78	13763.78	0
101712	CHRYSLER / DOFASCO:	2009003182	09/02/2009	22,228.76	22228.76	0
101712	CHRYSLER / DOFASCO:	2009003183	09/02/2009	9,687.89	9687.89	0
101712	CHRYSLER / DOFASCO:	2009003219	10/02/2009	13,956.77	13956.77	0
101712	CHRYSLER / DOFASCO:	2009003261	10/02/2009	18,465.46	18465.46	0
101712	CHRYSLER / DOFASCO:	2009003262	10/02/2009	18,578.98	18578.98	0
101712	CHRYSLER / DOFASCO:	2009003263	10/02/2009	13,439.48	13439.48	0
101712	CHRYSLER / DOFASCO:	2009003386	10/02/2009	6,409.46	6409.46	0
101712	CHRYSLER / DOFASCO:	2009003387	10/02/2009	6,270.39	6270.39	0
101712	CHRYSLER / DOFASCO:	2009003388	10/02/2009	4,222.73	4222.73	0
101712	CHRYSLER / DOFASCO:	2009003389	10/02/2009	4,222.73	4222.73	0
101712	CHRYSLER / DOFASCO:	2009003390	10/02/2009	4,192.97	4192.97	0
101712	CHRYSLER / DOFASCO:	2009003391	10/02/2009	4,192.97	4192.97	0
101712	CHRYSLER / DOFASCO:	2009003392	10/02/2009	4,192.97	4192.97	0
101712	CHRYSLER / DOFASCO:	2009003424	11/02/2009	6,173.38	6173.38	0
101712	CHRYSLER / DOFASCO:	2009003479	11/02/2009	17,127.31	17127.31	0
101712	CHRYSLER / DOFASCO:	2009003480	11/02/2009	17,538.66	17538.66	0
101712	CHRYSLER / DOFASCO:	2009003481	11/02/2009	14,808.26	14808.26	0
101712	CHRYSLER / DOFASCO:	2009003483	11/02/2009	13,043.03	13043.03	0
101712	CHRYSLER / DOFASCO:	2009003524	11/02/2009	15,635.66	15635.66	0
101712	CHRYSLER / DOFASCO:	2009003525	11/02/2009	15,426.48	15426.48	0
101712	CHRYSLER / DOFASCO:	2009003526	11/02/2009	6,229.45	6229.45	0
101712	CHRYSLER / DOFASCO:	2009003596	12/02/2009	5,734.97	5734.97	0
101712	CHRYSLER / DOFASCO:	2009003597	12/02/2009	6,132.60	6132.60	0
101712	CHRYSLER / DOFASCO:	2009003598	12/02/2009	7,544.67	7544.67	0
101712	CHRYSLER / DOFASCO:	2009003623	12/02/2009	15,503.58	15503.58	0
101712	CHRYSLER / DOFASCO:	2009003624	12/02/2009	19,018.13	19018.13	0
101712	CHRYSLER / DOFASCO:	2009003949	17/02/2009	4,192.97	4192.97	0
101712	CHRYSLER / DOFASCO:	2009003950	17/02/2009	4,133.43	4133.43	0
101712	CHRYSLER / DOFASCO:	2009003951	17/02/2009	4,133.43	4133.43	0
101712	CHRYSLER / DOFASCO:	2009003952	17/02/2009	4,133.43	4133.43	0
101712	CHRYSLER / DOFASCO:	2009004084	17/02/2009	23,149.77	23149.77	0
101712	CHRYSLER / DOFASCO:	2009004085	17/02/2009	23,011.92	23011.92	0
101712	CHRYSLER / DOFASCO:	2009004192	18/02/2009	21,751.40	21751.40	0
101712	CHRYSLER / DOFASCO:	2009004270	19/02/2009	20,410.82	20410.82	0
101712	CHRYSLER / DOFASCO:	2009004486	20/02/2009	12,710.06	12710.06	0
101712	CHRYSLER / DOFASCO:	2009004487	20/02/2009	12,586.49	12586.49	0
101712	CHRYSLER / DOFASCO:	2009004488	20/02/2009	7,629.52	7629.52	0
101712	CHRYSLER / DOFASCO:	2009004489	20/02/2009	7,629.52	7629.52	0
101712	CHRYSLER / DOFASCO:	2009004842	24/02/2009	22,187.82	0	22187.82
101712	CHRYSLER / DOFASCO:	2009004843	24/02/2009	23,296.05	0	23296.05
101712	CHRYSLER / DOFASCO:	2009005011	24/02/2009	14,916.93	0	14916.93
101712	CHRYSLER / DOFASCO:	2009005012	24/02/2009	15,376.03	0	15376.03
101712	CHRYSLER / DOFASCO:	2009005014	24/02/2009	12,559.93	0	12559.93
101712	CHRYSLER / DOFASCO:	2009005015	24/02/2009	10,767.98	0	10767.98
101712	CHRYSLER / DOFASCO:	2009005016	24/02/2009	10,767.98	0	10767.98
101712	CHRYSLER / DOFASCO:	2009005017	24/02/2009	10,646.45	0	10646.45
101712	CHRYSLER / DOFASCO:	2208080008	26/11/2008	16,637.92	16637.92	0
101712	CHRYSLER / DOFASCO:	2209003482	11/02/2009	14,883.25	14883.25	0
101712	CHRYSLER / DOFASCO:	2209003595	12/02/2009	25,409.02	25409.02	0
101704	CHRYSLER / RIVERVIEW:	2008076797	05/11/2008	15,001.48	15001.48	0
101704	CHRYSLER / RIVERVIEW:	2008076798	05/11/2008	12,501.00	12501.00	0
101704	CHRYSLER / RIVERVIEW:	2008078474	17/11/2008	15,408.65	15408.65	0
101704	CHRYSLER / RIVERVIEW:	2008078916	19/11/2008	2,995.19	2995.19	0
101704	CHRYSLER / RIVERVIEW:	2008081733	09/12/2008	12,501.00	12501.00	0
101704	CHRYSLER / RIVERVIEW:	2008081896	10/12/2008	11,629.65	11629.65	0
101704	CHRYSLER / RIVERVIEW:	2009002443	03/02/2009	16,439.28	16439.28	0
101704	CHRYSLER / RIVERVIEW:	2009002769	05/02/2009	25,149.94	25149.94	0
101704	CHRYSLER / RIVERVIEW:	2009004237	18/02/2009	2,275.35	2275.35	0
100214	CHRYSLER / SAMUEL:	2008078416	17/11/2008	17,265.21	17265.21	0
100214	CHRYSLER / SAMUEL:	2008079545	24/11/2008	8,441.52	8441.52	0
100214	CHRYSLER / SAMUEL:	2009003260	10/02/2009	8,293.30	8293.30	0
100214	CHRYSLER / SAMUEL:	2009003314	10/02/2009	4,474.05	4474.05	0
101714	CHRYSLER / STELCO:	2008075923	01/11/2008	16,675.11	16675.11	0
101714	CHRYSLER / STELCO:	2008075924	01/11/2008	17,734.52	17734.52	0
101714	CHRYSLER / STELCO:	2008076304	04/11/2008	31,484.50	31484.50	0

101714	CHRYSLER / STELCO:	2008076305	04/11/2008	13,907.00	13907	0
101714	CHRYSLER / STELCO:	2008076306	04/11/2008	7,436.06	7436.06	0
101714	CHRYSLER / STELCO:	2008076307	04/11/2008	14,017.75	14017.75	0
101714	CHRYSLER / STELCO:	2008076932	06/11/2008	15,380.70	15380.7	0
101714	CHRYSLER / STELCO:	2008076933	06/11/2008	16,184.45	16184.45	0
101714	CHRYSLER / STELCO:	2008077124	07/11/2008	16,277.71	16277.71	0
101714	CHRYSLER / STELCO:	2008077125	07/11/2008	14,875.39	14875.39	0
101714	CHRYSLER / STELCO:	2008077126	07/11/2008	15,454.64	15454.64	0
101714	CHRYSLER / STELCO:	2008077127	07/11/2008	15,635.66	15635.66	0
101714	CHRYSLER / STELCO:	2008077128	07/11/2008	14,332.34	14332.34	0
101714	CHRYSLER / STELCO:	2008078974	20/11/2008	30,679.99	30679.99	0
101714	CHRYSLER / STELCO:	2008079133	21/11/2008	15,329.94	15329.94	0
101714	CHRYSLER / STELCO:	2008079134	21/11/2008	15,514.98	15514.98	0
101714	CHRYSLER / STELCO:	2008079257	22/11/2008	18,109.43	18109.43	0
101714	CHRYSLER / STELCO:	2008079938	26/11/2008	10,576.29	10576.29	0
101714	CHRYSLER / STELCO:	2008079939	26/11/2008	5,889.70	5889.7	0
101714	CHRYSLER / STELCO:	2008079940	26/11/2008	13,191.09	13191.09	0
101714	CHRYSLER / STELCO:	2008079941	26/11/2008	7,768.30	7768.3	0
101714	CHRYSLER / STELCO:	2008081938	11/12/2008	15,169.04	15169.04	0
101714	CHRYSLER / STELCO:	2008081939	11/12/2008	13,334.76	13334.76	0
101714	CHRYSLER / STELCO:	2008082186	13/12/2008	16,338.05	16338.05	0
101714	CHRYSLER / STELCO:	2008082187	13/12/2008	15,520.61	15520.61	0
101714	CHRYSLER / STELCO:	2008082369	16/12/2008	31,090.29	31090.29	0
101714	CHRYSLER / STELCO:	2009001147	23/01/2009	31,202.92	31202.92	0
101714	CHRYSLER / STELCO:	2009001760	29/01/2009	14,784.11	14784.11	0
101714	CHRYSLER / STELCO:	2009001761	29/01/2009	13,052.66	13052.66	0
101714	CHRYSLER / STELCO:	2009001869	30/01/2009	29,368.65	29368.65	0
101714	CHRYSLER / STELCO:	2009001870	30/01/2009	30,905.25	30905.25	0
101714	CHRYSLER / STELCO:	2009002651	05/02/2009	10,240.09	10240.09	0
101714	CHRYSLER / STELCO:	2009002652	05/02/2009	8,448.83	8448.83	0
101714	CHRYSLER / STELCO:	2009002653	05/02/2009	7,890.73	7890.73	0
101714	CHRYSLER / STELCO:	2009002796	06/02/2009	31,299.46	31299.46	0
101714	CHRYSLER / STELCO:	2009002797	06/02/2009	14,835.17	14835.17	0
101714	CHRYSLER / STELCO:	2009002798	06/02/2009	15,458.66	15458.66	0
101714	CHRYSLER / STELCO:	2009003217	10/02/2009	14,848.53	14848.53	0
101714	CHRYSLER / STELCO:	2009003218	10/02/2009	14,565.99	14565.99	0
101714	CHRYSLER / STELCO:	2009003645	13/02/2009	31,476.45	31476.45	0
101714	CHRYSLER / STELCO:	2009003647	13/02/2009	25,823.55	25823.55	0
101714	CHRYSLER / STELCO:	2009004127	18/02/2009	10,573.23	10573.23	0
101714	CHRYSLER / STELCO:	2009004128	18/02/2009	7,760.40	7760.4	0
101714	CHRYSLER / STELCO:	2009004129	18/02/2009	7,744.57	7744.57	0
101715	CHRYSLER / TAYLOR:	2008078058	13/11/2008	9,785.86	9785.86	0
101715	CHRYSLER / TAYLOR:	2008078059	13/11/2008	4,664.02	4664.02	0
101715	CHRYSLER / TAYLOR:	2008079546	24/11/2008	14,268.28	14268.28	0
101715	CHRYSLER / TAYLOR:	2008079719	25/11/2008	11,773.25	11773.25	0
101715	CHRYSLER / TAYLOR:	2008081391	08/12/2008	12,277.36	12277.36	0
101715	CHRYSLER / TAYLOR:	2008082349	15/12/2008	4,547.78	4547.78	0
101715	CHRYSLER / TAYLOR:	2008082350	15/12/2008	11,598.37	11598.37	0
101715	CHRYSLER / TAYLOR:	2009001773	29/01/2009	10,448.57	10448.57	0
101715	CHRYSLER / TAYLOR:	2009002163	02/02/2009	19,943.85	19943.85	0
101715	CHRYSLER / TAYLOR:	2009003264	10/02/2009	9,215.71	9215.71	0
101715	CHRYSLER / TAYLOR:	2009004025	17/02/2009	13,339.20	13339.2	0
101713	CHRYSLER / USS:	2008077801	12/11/2008	30,163.04	30163.04	0
101713	CHRYSLER / USS:	2008079628	24/11/2008	29,055.82	29055.82	0
101713	CHRYSLER / USS:	2008079629	24/11/2008	15,022.19	15022.19	0
101713	CHRYSLER / USS:	2008081455	08/12/2008	15,387.58	15387.58	0
101713	CHRYSLER / USS:	2008081456	08/12/2008	15,266.45	15266.45	0
101713	CHRYSLER / USS:	2008082055	11/12/2008	29,810.62	29810.62	0
101713	CHRYSLER / USS:	2008082056	11/12/2008	14,788.42	14788.42	0
101713	CHRYSLER / USS:	2009000697	19/01/2009	10,055.79	10055.79	0
101713	CHRYSLER / USS:	2009000698	19/01/2009	14,896.58	14896.58	0
101713	CHRYSLER / USS:	2009001475	27/01/2008	31,566.82	31566.82	0
101713	CHRYSLER / USS:	2009001476	27/01/2009	14,694.90	14694.9	0
101713	CHRYSLER / USS:	2009001477	27/01/2009	15,015.52	15015.52	0
101713	CHRYSLER / USS:	2009001478	27/01/2009	7,334.09	7334.09	0
101713	CHRYSLER / USS:	2009003423	11/02/2009	30,597.80	30597.8	0
101713	CHRYSLER / USS:	2009004718	23/02/2009	36,298.63	0	36298.63
101704	CHRYSLER / RIVERVIEW:	UNVOUCHERED		15,704.93		15,704.93
101712	CHRYSLER / DOFASCO:	UNVOUCHERED		102,858.94		102,858.94
101714	CHRYSLER / STELCO:	UNVOUCHERED		50,905.38		50,905.38

Totals

3,980,150.10

3653863.1

326287.05

3980150

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	BALANCE	P	U	CUR	Over 10 21/02/2009	under 10
300000	CHRYSLER LLC	02190470	01/12/2008			5,178.79			5,178.79	*	USD		5178.79	0
300000	CHRYSLER LLC	02190485	01/12/2008			191.10			191.10		USD		191.10	0
300000	CHRYSLER LLC	02190486	01/12/2008			382.20			382.20		USD		382.20	0
300000	CHRYSLER LLC	02190487	01/12/2008			913.46			913.46		USD		913.46	0
300000	CHRYSLER LLC	02190490	01/12/2008			1,336.53			1,336.53		USD		1336.53	0
300000	CHRYSLER LLC	02190505	01/12/2008			17,895.80			17,895.80		USD		17895.80	0
300000	CHRYSLER LLC	02190518	02/12/2008			25,188.35			25,188.35		USD		25188.35	0
300000	CHRYSLER LLC	02190520	02/12/2008			5,181.21			5,181.21	*	USD		5181.21	0
300000	CHRYSLER LLC	02190533	02/12/2008			764.40			764.40		USD		764.40	0
300000	CHRYSLER LLC	02190558	02/12/2008			254.48			254.48		USD		254.48	0
300000	CHRYSLER LLC	02190561	03/12/2008			27,839.75			27,839.75		USD		27839.75	0
300000	CHRYSLER LLC	02190562	03/12/2008			4,788.84			4,788.84	*	USD		4788.84	0
300000	CHRYSLER LLC	02190575	03/12/2008			1,826.93			1,826.93		USD		1826.93	0
300000	CHRYSLER LLC	02190577	03/12/2008			573.30			573.30		USD		573.30	0
300000	CHRYSLER LLC	02190578	03/12/2008			191.10			191.10		USD		191.10	0
300000	CHRYSLER LLC	02190593	03/12/2008			16,570.09			16,570.09		USD		16570.09	0
300000	CHRYSLER LLC	02190596	04/12/2008			4,513.06			4,513.06	*	USD		4513.06	0
300000	CHRYSLER LLC	02190622	04/12/2008			27,839.75			27,839.75		USD		27839.75	0
300000	CHRYSLER LLC	02190623	04/12/2008			3,315.45			3,315.45		USD		3315.45	0
300000	CHRYSLER LLC	02190636	05/12/2008			3,999.45			3,999.45	*	USD		3999.45	0
300000	CHRYSLER LLC	02190666	05/12/2008			27,178.09			27,178.09		USD		27178.09	0
300000	CHRYSLER LLC	02190669	05/12/2008			33.33			33.33	*	USD		33.33	0
300000	CHRYSLER LLC	02190672	05/12/2008			508.96			508.96	*	USD		508.96	0
300000	CHRYSLER LLC	02190698	08/12/2008			382.20			382.20		USD		382.20	0
300000	CHRYSLER LLC	02190747	10/12/2008			27,839.75			27,839.75		USD		27839.75	0
300000	CHRYSLER LLC	02190765	10/12/2008			1,752.48			1,752.48		USD		1752.48	0
300000	CHRYSLER LLC	02190766	10/12/2008			191.10			191.10		USD		191.10	0
300000	CHRYSLER LLC	02190780	10/12/2008			7,954.21			7,954.21		USD		7954.21	0
300000	CHRYSLER LLC	02190811	11/12/2008			19,885.54			19,885.54		USD		19885.54	0
300000	CHRYSLER LLC	02190833	12/12/2008			23,198.60			23,198.60		USD		23198.60	0
300000	CHRYSLER LLC	02190834	12/12/2008			637.66			637.66		USD		637.66	0
300000	CHRYSLER LLC	02190841	12/12/2008			38.25			38.25	*	USD		38.25	0
300000	CHRYSLER LLC	02190844	12/12/2008			1,654.12			1,654.12		USD		1654.12	0
300000	CHRYSLER LLC	02190852	15/12/2008			2,718.24			2,718.24	*	USD		2718.24	0
300000	CHRYSLER LLC	02190863	15/12/2008			1,826.93			1,826.93		USD		1826.93	0
300000	CHRYSLER LLC	02190864	15/12/2008			1,336.53			1,336.53		USD		1336.53	0
300000	CHRYSLER LLC	02190865	15/12/2008			382.20			382.20		USD		382.20	0
300000	CHRYSLER LLC	02190874	15/12/2008			15,908.43			15,908.43		USD		15908.43	0
300000	CHRYSLER LLC	02190889	16/12/2008			14,582.72			14,582.72		USD		14582.72	0
300000	CHRYSLER LLC	02190890	16/12/2008			3,521.08			3,521.08	*	USD		3521.08	0
300000	CHRYSLER LLC	02190903	16/12/2008			573.30			573.30		USD		573.30	0
300000	CHRYSLER LLC	02190917	16/12/2008			15,908.43			15,908.43		USD		15908.43	0
300000	CHRYSLER LLC	02190919	17/12/2008			27,839.75			27,839.75		USD		27839.75	0
300000	CHRYSLER LLC	02190920	17/12/2008			3,849.94			3,849.94	*	USD		3849.94	0
300000	CHRYSLER LLC	02190940	17/12/2008			191.10			191.10		USD		191.10	0
300000	CHRYSLER LLC	02190941	17/12/2008			191.10			191.10		USD		191.10	0
300000	CHRYSLER LLC	02190947	17/12/2008			15,908.43			15,908.43		USD		15908.43	0
300000	CHRYSLER LLC	02190958	18/12/2008			3,241.66			3,241.66	*	USD		3241.66	0
300000	CHRYSLER LLC	02190972	18/12/2008			25,188.35			25,188.35		USD		25188.35	0
300000	CHRYSLER LLC	02190986	18/12/2008			3,896.32			3,896.32	*	USD		3896.32	0
300000	CHRYSLER LLC	02190998	19/12/2008			1,325.70			1,325.70		USD		1325.70	0
300000	CHRYSLER LLC	02190997	22/12/2008			280.97			280.97		USD		280.97	0
300000	CHRYSLER LLC	02190999	22/12/2008			1,826.93			1,826.93		USD		1826.93	0
300000	CHRYSLER LLC	02191204	20/01/2009		191.10				191.10		USD		191.10	0
300000	CHRYSLER LLC	02191217	20/01/2009		191.10				191.10		USD		191.10	0
300000	CHRYSLER LLC	02191219	20/01/2009		1,561.38				1,561.38		USD		1561.38	0
300000	CHRYSLER LLC	02191240	21/01/2009		1,561.38				1,561.38		USD		1561.38	0
300000	CHRYSLER LLC	02191242	21/01/2009		913.46				913.46		USD		913.46	0
300000	CHRYSLER LLC	02191285	23/01/2009		191.10				191.10		USD		191.10	0
300000	CHRYSLER LLC	02191286	23/01/2009		913.46				913.46		USD		913.46	0
300000	CHRYSLER LLC	02191290	23/01/2009		172.38				172.38		USD		172.38	0
300000	CHRYSLER LLC	02191298	26/01/2009		12,591.68				12,591.68		USD		12591.68	0
300000	CHRYSLER LLC	02191309	26/01/2009		1,561.38				1,561.38		USD		1561.38	0
300000	CHRYSLER LLC	02191310	26/01/2009		191.10				191.10		USD		191.10	0
300000	CHRYSLER LLC	02191328	27/01/2009		12,930.73				12,930.73		USD		12930.73	0
300000	CHRYSLER LLC	02191335	27/01/2009		764.40				764.40		USD		764.40	0
300000	CHRYSLER LLC	02191339	27/01/2009		1,561.38				1,561.38		USD		1561.38	0
300000	CHRYSLER LLC	02191340	27/01/2009		913.46				913.46		USD		913.46	0
300000	CHRYSLER LLC	02191357	28/01/2009	10,639.33					10,639.33		USD		10639.33	0
300000	CHRYSLER LLC	02191368	28/01/2009	913.46					913.46		USD		913.46	0
300000	CHRYSLER LLC	02191369	28/01/2009	1,561.38					1,561.38		USD		1561.38	0
300000	CHRYSLER LLC	02191384	29/01/2009	9,948.86					9,948.86		USD		9948.86	0
300000	CHRYSLER LLC	02191404	30/01/2009	9,994.69					9,994.69		USD		9994.69	0
300000	CHRYSLER LLC	02191411	30/01/2009	191.10					191.10		USD		191.10	0
300000	CHRYSLER LLC	02191413	30/01/2009	1,336.53					1,336.53		USD		1336.53	0
300000	CHRYSLER LLC	02191419	30/01/2009	15,246.76					15,246.76		USD		15246.76	0
300000	CHRYSLER LLC	02191423	30/01/2009	330.86					330.86		USD		330.86	0
300000	CHRYSLER LLC	02191431	02/02/2009	14,954.24					14,954.24		USD		14954.24	0
300000	CHRYSLER LLC	02191448	02/02/2009	11,267.29					11,267.29		USD		11267.29	0
300000	CHRYSLER LLC	02191459	03/02/2009	14,582.72					14,582.72		USD		14582.72	0
300000	CHRYSLER LLC	02191462	03/02/2009	238.18					238.18		USD		238.18	0
300000	CHRYSLER LLC	02191463	03/02/2009	764.40					764.40		USD		764.40	0
300000	CHRYSLER LLC	02191467	03/02/2009	191.10					191.10		USD		191.10	0
300000	CHRYSLER LLC	02191485	03/02/2009	15,246.76					15,246.76		USD		15246.76	0
300000	CHRYSLER LLC	02191491	04/02/2009	21,872.90					21,872.90		USD		21872.90	0
300000	CHRYSLER LLC	02191493	04/02/2009	2,655.56					2,655.56		USD		2655.56	0
300000	CHRYSLER LLC	02191508	04/02/2009	27,839.75					27,839.75		USD		27839.75	0
300000	CHRYSLER LLC	02191522	05/02/2009	5,853.19					5,853.19		USD		5853.19	0
300000	CHRYSLER LLC	02191545	05/02/2009	26,514.05					26,514.05		USD		26514.05	0
300000	CHRYSLER LLC	02191550	06/02/2009	3,698.39					3,698.39		USD		3698.39	0
300000	CHRYSLER LLC	02191558	06/02/2009	913.46					913.46		USD		913.46	0
300000	CHRYSLER LLC	02191568	08/02/2009	76.76					76.76		USD		76.76	0
300000	CHRYSLER LLC	02191573	06/02/2009	4,360.24					4,360.24		USD		4360.24	0
300000	CHRYSLER LLC	02191576	06/02/2009	5,302.81					5,302.81		USD		5302.81	0
300000	CHRYSLER LLC	02191599	09/02/2009	1,336.53					1,336.53		USD		1336.53	0
300000	CHRYSLER LLC	02191601	09/02/2009	6,628.51					6,628.51		USD		6628.51	0

300000	CHRYSLER LLC	02191680	11/02/2009	21,211.23	21,211.23	USD	21211.23	0
300000	CHRYSLER LLC	02191709	12/02/2009	21,211.23	21,211.23	USD	21211.23	0
300000	CHRYSLER LLC	02191717	13/02/2009	8,653.06	8,653.06	USD	8653.06	0
300000	CHRYSLER LLC	02191737	13/02/2009	1,336.53	1,336.53	USD	1336.53	0
300000	CHRYSLER LLC	02191738	13/02/2009	913.46	913.46	USD	913.46	0
300000	CHRYSLER LLC	02191743	13/02/2009	102.87	102.87	USD	102.87	0
300000	CHRYSLER LLC	02191750	13/02/2009	18,559.84	18,559.84	USD	18559.84	0
300000	CHRYSLER LLC	02191758	16/02/2009	741.97	741.97	USD	741.97	0
300000	CHRYSLER LLC	02191770	16/02/2009	191.10	191.10	USD	191.10	0
300000	CHRYSLER LLC	02191772	16/02/2009	191.10	191.10	USD	191.10	0
300000	CHRYSLER LLC	02191779	16/02/2009	6,628.51	6,628.51	USD	6628.51	0
300000	CHRYSLER LLC	02191788	17/02/2009	15,908.43	15,908.43	USD	15908.43	0
300000	CHRYSLER LLC	02191791	17/02/2009	5,827.99	5,827.99	USD	5827.99	0
300000	CHRYSLER LLC	02191811	17/02/2009	382.20	382.20	USD	382.20	0
300000	CHRYSLER LLC	02191814	17/02/2009	1,370.28	1,370.28	USD	1370.28	0
300000	CHRYSLER LLC	02191816	17/02/2009	913.46	913.46	USD	913.46	0
300000	CHRYSLER LLC	02191817	17/02/2009	1,336.53	1,336.53	USD	1336.53	0
300000	CHRYSLER LLC	02191821	17/02/2009	6,628.51	6,628.51	USD	6628.51	0
300000	CHRYSLER LLC	02191831	18/02/2009	27,839.75	27,839.75	USD	27839.75	0
300000	CHRYSLER LLC	02191834	18/02/2009	13,329.14	13,329.14	USD	13329.14	0
300000	CHRYSLER LLC	02191852	18/02/2009	913.46	913.46	USD	913.46	0
300000	CHRYSLER LLC	02191854	18/02/2009	191.10	191.10	USD	191.10	0
300000	CHRYSLER LLC	02191884	18/02/2009	26,514.05	26,514.05	USD	26514.05	0
300000	CHRYSLER LLC	02191883	19/02/2009	476.35	476.35	USD	476.35	0
300000	CHRYSLER LLC	02191925	20/02/2009	6,203.09	6,203.09	USD	6203.09	0
300000	CHRYSLER LLC	02191934	20/02/2009	1,561.38	1,561.38	USD	1561.38	0
300000	CHRYSLER LLC	02191935	20/02/2009	913.46	913.46	USD	913.46	0
300000	CHRYSLER LLC	02191949	20/02/2009	8,294.24	8,294.24	USD	8294.24	0
300000	CHRYSLER LLC	02191951	20/02/2009	26,514.05	26,514.05	USD	26514.05	0
300000	CHRYSLER LLC	02191961	23/02/2009	15,630.34	15,630.34	USD	0	15630.34
300000	CHRYSLER LLC	02191978	23/02/2009	1,561.38	1,561.38	USD	0	1561.38
300000	CHRYSLER LLC	02191979	23/02/2009	913.46	913.46	USD	0	913.46
300000	CHRYSLER LLC	02191980	23/02/2009	191.10	191.10	USD	0	191.10
300000	CHRYSLER LLC	02192001	24/02/2009	14,582.72	14,582.72	USD	0	14582.72
300000	CHRYSLER LLC	02192015	24/02/2009	382.20	382.20	USD	0	382.20
300000	CHRYSLER LLC	02192024	24/02/2009	1,561.38	1,561.38	USD	0	1561.38
300000	CHRYSLER LLC	02192025	24/02/2009	913.46	913.46	USD	0	913.46
300000	CHRYSLER LLC	02192028	24/02/2009	1,336.53	1,336.53	USD	0	1336.53
300000	CHRYSLER LLC	02192045	25/02/2009	27,839.75	27,839.75	USD	0	27839.75
300000	CHRYSLER LLC	02192047	25/02/2009	6,308.24	6,308.24	USD	0	6308.24
300000	CHRYSLER LLC	02192084	25/02/2009	26,514.05	26,514.05	USD	0	26514.05
300000	CHRYSLER LLC	02192093	26/02/2009	6,141.41	6,141.41	USD	0	6141.41
300000	CHRYSLER LLC	02192131	26/02/2009	500.00	500.00	USD	0	500
300000	CHRYSLER LLC	02192147	27/02/2009	700.50	700.50	USD	0	700.50
300000	CHRYSLER LLC	02192150	27/02/2009	21,875.27	21,875.27	USD	0	21875.27
300000	CHRYSLER LLC	02192167	27/02/2009	191.10	191.10	USD	0	191.10
300000	CHRYSLER LLC	02192168	27/02/2009	191.10	191.10	USD	0	191.10
300000	CHRYSLER LLC	02192170	27/02/2009	114.18	114.18	USD	0	114.18
300000	CHRYSLER LLC	02192178	27/02/2009	31.38	31.38	USD	0	31.38
300001	CHRYSLER LLC	02191872	18/02/2009	2,700.00	2,700.00	USD	2700	0
300001	CHRYSLER LLC	02191989	23/02/2009	1,815.52	1,815.52	USD	0	1815.52
300030	CHRYSLER LLC	02190488	01/12/2008	1,608.53	1,608.53	USD	1608.53	0
300030	CHRYSLER LLC	02190469	01/12/2008	1,174.72	1,174.72	USD	1174.72	0
300030	CHRYSLER LLC	02190576	03/12/2008	4,698.86	4,698.86	USD	4698.86	0
300030	CHRYSLER LLC	02190688	05/12/2008	381.74	381.74	USD	381.74	0
300030	CHRYSLER LLC	02190699	08/12/2008	3,524.15	3,524.15	USD	3524.15	0
300030	CHRYSLER LLC	02190700	08/12/2008	800.06	800.06	USD	800.06	0
300030	CHRYSLER LLC	02190701	08/12/2008	723.16	723.16	USD	723.16	0
300030	CHRYSLER LLC	02190767	10/12/2008	2,935.61	2,935.61	USD	2935.61	0
300030	CHRYSLER LLC	02190839	12/12/2008	246.11	246.11	USD	246.11	0
300030	CHRYSLER LLC	02190840	12/12/2008	40.48	40.48	USD	40.48	0
300030	CHRYSLER LLC	02190842	12/12/2008	9.57	9.57	USD	9.57	0
300030	CHRYSLER LLC	02190866	15/12/2008	580.96	580.96	USD	580.96	0
300030	CHRYSLER LLC	02190942	17/12/2008	446.78	446.78	USD	446.78	0
300030	CHRYSLER LLC	02190996	22/12/2008	77.92	77.92	USD	77.92	0
300030	CHRYSLER LLC	02191000	22/12/2008	1,300.26	1,300.26	USD	1300.26	0
300030	CHRYSLER LLC	02191001	22/12/2008	771.27	771.27	USD	771.27	0
300030	CHRYSLER LLC	02191218	20/01/2009	121.79	121.79	USD	121.79	0
300030	CHRYSLER LLC	02191241	21/01/2009	795.84	795.84	USD	795.84	0
300030	CHRYSLER LLC	02191287	23/01/2009	13.49	13.49	USD	13.49	0
300030	CHRYSLER LLC	02191289	23/01/2009	7.30	7.30	USD	7.30	0
300030	CHRYSLER LLC	02191291	23/01/2009	534.00	534.00	USD	534	0
300030	CHRYSLER LLC	02191311	26/01/2009	38.06	38.06	USD	38.06	0
300030	CHRYSLER LLC	02191312	26/01/2009	495.58	495.58	USD	495.58	0
300030	CHRYSLER LLC	02191313	26/01/2009	1,300.26	1,300.26	USD	1300.26	0
300030	CHRYSLER LLC	02191349	27/01/2009	522.90	522.90	USD	522.90	0
300030	CHRYSLER LLC	02191370	28/01/2009	312.89	312.89	USD	312.89	0
300030	CHRYSLER LLC	02191371	28/01/2009	619.02	619.02	USD	619.02	0
300030	CHRYSLER LLC	02191412	30/01/2009	434.68	434.68	USD	434.68	0
300030	CHRYSLER LLC	02191414	30/01/2009	484.84	484.84	USD	484.84	0
300030	CHRYSLER LLC	02191422	30/01/2009	5.09	5.09	USD	5.09	0
300030	CHRYSLER LLC	02191424	30/01/2009	67.46	67.46	USD	67.46	0
300030	CHRYSLER LLC	02191425	30/01/2009	862.95	862.95	USD	862.95	0
300030	CHRYSLER LLC	02191446	02/02/2009	121.79	121.79	USD	121.79	0
300030	CHRYSLER LLC	02191447	02/02/2009	38.06	38.06	USD	38.06	0
300030	CHRYSLER LLC	02191468	03/02/2009	617.37	617.37	USD	617.37	0
300030	CHRYSLER LLC	02191469	03/02/2009	76.12	76.12	USD	76.12	0
300030	CHRYSLER LLC	02191509	04/02/2009	312.89	312.89	USD	312.89	0
300030	CHRYSLER LLC	02191559	06/02/2009	182.69	182.69	USD	182.69	0
300030	CHRYSLER LLC	02191560	06/02/2009	446.78	446.78	USD	446.78	0
300030	CHRYSLER LLC	02191566	06/02/2009	438.11	438.11	USD	438.11	0
300030	CHRYSLER LLC	02191567	06/02/2009	26.98	26.98	USD	26.98	0
300030	CHRYSLER LLC	02191569	06/02/2009	5.09	5.09	USD	5.09	0
300030	CHRYSLER LLC	02191597	09/02/2009	76.12	76.12	USD	76.12	0
300030	CHRYSLER LLC	02191598	09/02/2009	312.89	312.89	USD	312.89	0
300030	CHRYSLER LLC	02191612	10/02/2009	580.96	580.96	USD	580.96	0
300030	CHRYSLER LLC	02191628	10/02/2009	800.06	800.06	USD	800.06	0
300030	CHRYSLER LLC	02191672	11/02/2009	856.73	856.73	USD	856.73	0
300030	CHRYSLER LLC	02191673	11/02/2009	446.78	446.78	USD	446.78	0
300030	CHRYSLER LLC	02191736	13/02/2009	2,600.52	2,600.52	USD	2600.52	0
300030	CHRYSLER LLC	02191739	13/02/2009	121.79	121.79	USD	121.79	0
300030	CHRYSLER LLC	02191740	13/02/2009	38.06	38.06	USD	38.06	0
300030	CHRYSLER LLC	02191742	13/02/2009	106.25	106.25	USD	106.25	0
300030	CHRYSLER LLC	02191746	13/02/2009	13.49	13.49	USD	13.49	0
300030	CHRYSLER LLC	02191769	16/02/2009	2,474.98	2,474.98	USD	2474.98	0
300030	CHRYSLER LLC	02191771	16/02/2009	495.58	495.58	USD	495.58	0

300030	CHRYSLER LLC	02191773	16/02/2009	38.06			38.06	USD	38.06	0	
300030	CHRYSLER LLC	02191813	17/02/2009	3,524.15			3,524.15	USD	3524.15	0	
300030	CHRYSLER LLC	02191815	17/02/2009	121.79			121.79	USD	121.79	0	
300030	CHRYSLER LLC	02191851	18/02/2009	495.58			495.58	USD	495.58	0	
300030	CHRYSLER LLC	02191853	18/02/2009	1,174.72			1,174.72	USD	1174.72	0	
300030	CHRYSLER LLC	02191855	18/02/2009	38.06			38.06	USD	38.06	0	
300030	CHRYSLER LLC	02191936	20/02/2009	2,349.43			2,349.43	USD	2349.43	0	
300030	CHRYSLER LLC	02191937	20/02/2009	2,149.65			2,149.65	USD	2149.65	0	
300030	CHRYSLER LLC	02191944	20/02/2009	191.28			191.28	USD	191.28	0	
300030	CHRYSLER LLC	02191945	20/02/2009	6.28			6.28	USD	6.28	0	
300030	CHRYSLER LLC	02191946	20/02/2009	15.71			15.71	USD	15.71	0	
300030	CHRYSLER LLC	02191947	20/02/2009	5.84			5.84	USD	5.84	0	
300030	CHRYSLER LLC	02191948	20/02/2009	3,527.66			3,527.66	USD	3527.66	0	
300030	CHRYSLER LLC	02191981	23/02/2009	2,349.43			2,349.43	USD	0	2349.43	
300030	CHRYSLER LLC	02191982	23/02/2009	484.84			484.84	USD	0	484.84	
300030	CHRYSLER LLC	02192026	24/02/2009	312.89			312.89	USD	0	312.89	
300030	CHRYSLER LLC	02192027	24/02/2009	76.12			76.12	USD	0	76.12	
300030	CHRYSLER LLC	02192067	25/02/2009	304.48			304.48	USD	0	304.48	
300030	CHRYSLER LLC	02192068	25/02/2009	38.06			38.06	USD	0	38.06	
300030	CHRYSLER LLC	02192166	27/02/2009	312.89			312.89	USD	0	312.89	
300030	CHRYSLER LLC	02192168	27/02/2009	76.12			76.12	USD	0	76.12	
300030	CHRYSLER LLC	02192171	27/02/2009	1,080.70			1,080.70	USD	0	1080.70	
300030	CHRYSLER LLC	02192172	27/02/2009	455.20			455.20	USD	0	455.20	
300030	CHRYSLER LLC	02192173	27/02/2009	102.83			102.83	USD	0	102.83	
300030	CHRYSLER LLC	02192174	27/02/2009	107.94			107.94	USD	0	107.94	
300030	CHRYSLER LLC	02192175	27/02/2009	32.46			32.46	USD	0	32.46	
300030	CHRYSLER LLC	02192176	27/02/2009	15.71			15.71	USD	0	15.71	
300030	CHRYSLER LLC	02192177	27/02/2009	29.62			29.62	USD	0	29.62	
300040	CHRYSLER LLC	02191950	20/02/2009	892.05			892.05	USD	892.05	0	
320000	CHRYSLER LLC	02189662	28/10/2008		367.59		367.59	USD	367.59	0	
320000	CHRYSLER LLC	02189695	29/10/2008		5,513.90		5,513.90	USD	5513.90	0	
320000	CHRYSLER LLC	02190471	01/12/2008	11,762.98			11,762.98	USD	11762.98	0	
320000	CHRYSLER LLC	02190494	01/12/2008	16,478.47			16,478.47	USD	16478.47	0	
320000	CHRYSLER LLC	02190497	01/12/2008	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02190521	02/12/2008	12,498.16			12,498.16	USD	12498.16	0	
320000	CHRYSLER LLC	02190535	02/12/2008	12,707.91			12,707.91	USD	12707.91	0	
320000	CHRYSLER LLC	02190538	02/12/2008	20,399.12			20,399.12	USD	20399.12	0	
320000	CHRYSLER LLC	02190563	03/12/2008	11,762.98			11,762.98	USD	11762.98	0	
320000	CHRYSLER LLC	02190597	04/12/2008	13,233.35			13,233.35	USD	13233.35	0	
320000	CHRYSLER LLC	02190605	04/12/2008	20,332.66			20,332.66	USD	20332.66	0	
320000	CHRYSLER LLC	02190624	04/12/2008	21,943.98			21,943.98	USD	21943.98	0	
320000	CHRYSLER LLC	02190639	05/12/2008	9,557.42			9,557.42	USD	9557.42	0	
320000	CHRYSLER LLC	02190654	05/12/2008	24,717.70			24,717.70	USD	24717.70	0	
320000	CHRYSLER LLC	02190702	08/12/2008	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02190724	09/12/2008	11,860.72			11,860.72	USD	11860.72	0	
320000	CHRYSLER LLC	02190739	11/12/2008	21,179.85			21,179.85	USD	21179.85	0	
320000	CHRYSLER LLC	02190854	15/12/2008	12,498.16			12,498.16	USD	12498.16	0	
320000	CHRYSLER LLC	02190867	15/12/2008	9,070.18			9,070.18	USD	9070.18	0	
320000	CHRYSLER LLC	02190868	15/12/2008	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02190891	16/12/2008	12,498.16			12,498.16	USD	12498.16	0	
320000	CHRYSLER LLC	02190892	16/12/2008	13,555.10			13,555.10	USD	13555.10	0	
320000	CHRYSLER LLC	02190907	16/12/2008	26,777.51			26,777.51	USD	26777.51	0	
320000	CHRYSLER LLC	02190925	17/12/2008	11,762.98			11,762.98	USD	11762.98	0	
320000	CHRYSLER LLC	02190959	18/12/2008	11,027.79			11,027.79	USD	11027.79	0	
320000	CHRYSLER LLC	02190968	18/12/2008	1,694.39			1,694.39	USD	1694.39	0	
320000	CHRYSLER LLC	02190987	18/12/2008	11,762.98			11,762.98	USD	11762.98	0	
320000	CHRYSLER LLC	02191008	23/12/2008	1,102.78			1,102.78	USD	1102.78	0	
320000	CHRYSLER LLC	02191269	22/01/2009	11,860.72			11,860.72	USD	11860.72	0	
320000	CHRYSLER LLC	02191299	26/01/2009	10,292.60			10,292.60	USD	10292.60	0	
320000	CHRYSLER LLC	02191307	26/01/2009	12,159.89			12,159.89	USD	12159.89	0	
320000	CHRYSLER LLC	02191308	26/01/2009	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02191329	27/01/2009	13,968.53			13,968.53	USD	13968.53	0	
320000	CHRYSLER LLC	02191336	27/01/2009	19,568.18			19,568.18	USD	19568.18	0	
320000	CHRYSLER LLC	02191352	27/01/2009	20,332.66			20,332.66	USD	20332.66	0	
320000	CHRYSLER LLC	02191358	28/01/2009	11,762.98			11,762.98	USD	11762.98	0	
320000	CHRYSLER LLC	02191385	29/01/2009	9,557.42			9,557.42	USD	9557.42	0	
320000	CHRYSLER LLC	02191387	29/01/2009	3,308.34			3,308.34	USD	3308.34	0	
320000	CHRYSLER LLC	02191389	29/01/2009	20,598.08			20,598.08	USD	20598.08	0	
320000	CHRYSLER LLC	02191390	29/01/2009	13,555.10			13,555.10	USD	13555.10	0	
320000	CHRYSLER LLC	02191406	30/01/2009	10,292.60			10,292.60	USD	10292.60	0	
320000	CHRYSLER LLC	02191408	30/01/2009	15,963.52			15,963.52	USD	15963.52	0	
320000	CHRYSLER LLC	02191432	02/02/2009	11,027.79			11,027.79	USD	11027.79	0	
320000	CHRYSLER LLC	02191433	02/02/2009	4,411.12			4,411.12	USD	4411.12	0	
320000	CHRYSLER LLC	02191436	02/02/2009	16,478.47			16,478.47	USD	16478.47	0	
320000	CHRYSLER LLC	02191439	02/02/2009	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02191466	03/02/2009	11,843.90			11,843.90	USD	11843.90	0	
320000	CHRYSLER LLC	02191492	04/02/2009	3,675.93			3,675.93	USD	3675.93	0	
320000	CHRYSLER LLC	02191523	05/02/2009	7,351.86			7,351.86	USD	7351.86	0	
320000	CHRYSLER LLC	02191526	05/02/2009	9,269.14			9,269.14	USD	9269.14	0	
320000	CHRYSLER LLC	02191551	06/02/2009	2,940.74			2,940.74	USD	2940.74	0	
320000	CHRYSLER LLC	02191553	06/02/2009	13,388.75			13,388.75	USD	13388.75	0	
320000	CHRYSLER LLC	02191592	09/02/2009	13,903.71			13,903.71	USD	13903.71	0	
320000	CHRYSLER LLC	02191627	10/02/2009	14,933.61			14,933.61	USD	14933.61	0	
320000	CHRYSLER LLC	02191700	12/02/2009	21,031.09			21,031.09	USD	21031.09	0	
320000	CHRYSLER LLC	02191718	13/02/2009	8,087.05			8,087.05	USD	8087.05	0	
320000	CHRYSLER LLC	02191734	13/02/2009	3,675.93			3,675.93	USD	3675.93	0	
320000	CHRYSLER LLC	02191735	13/02/2009	20,914.07			20,914.07	USD	20914.07	0	
320000	CHRYSLER LLC	02191777	16/02/2009	514.25			514.25	USD	514.25	0	
320000	CHRYSLER LLC	02191792	17/02/2009	6,616.67			6,616.67	USD	6616.67	0	
320000	CHRYSLER LLC	02191818	17/02/2009	14,402.30			14,402.30	USD	14402.30	0	
320000	CHRYSLER LLC	02191835	18/02/2009	12,498.16			12,498.16	USD	12498.16	0	
320000	CHRYSLER LLC	02191895	19/02/2009	30,498.98			30,498.98	USD	30498.98	0	
320000	CHRYSLER LLC	02191926	20/02/2009	8,822.23			8,822.23	USD	8822.23	0	
320000	CHRYSLER LLC	02191962	23/02/2009	11,762.98			11,762.98	USD	0	11762.98	
320000	CHRYSLER LLC	02191985	23/02/2009	224.37			224.37	USD	0	224.37	
320000	CHRYSLER LLC	02191988	23/02/2009	1,830.94			1,830.94	USD	0	1830.94	
320000	CHRYSLER LLC	02191987	23/02/2009	16,478.47			16,478.47	USD	0	16478.47	
320000	CHRYSLER LLC	02192032	24/02/2009	26,777.51			26,777.51	USD	0	26777.51	
320000	CHRYSLER LLC	02192048	25/02/2009	6,616.67			6,616.67	USD	0	6616.67	
320000	CHRYSLER LLC	02192094	26/02/2009	6,616.67			6,616.67	USD	0	6616.67	
320000	CHRYSLER LLC	02192107	26/02/2009	7,724.28			7,724.28	USD	0	7724.28	
320000	CHRYSLER LLC	02192148	27/02/2009	2,205.56			2,205.56	USD	0	2205.56	
Totals				1,043,614.87	128,735.54	741,544.70	5,881.49	1,919,776.60	1704464.79	215311.81	1919776.6

VENDOR ID	VENDOR NAME	INVOICE NO	INVOICE DATE	PAYMENT AMT	Over 10 21/02/2009	under 10
5700	CHRYSLER RESALE-	2008079934	#####	6,413.30	6413.3	0
5703	CHRYSLER RESALE-	2007100793	#####	40,195.29	40195.29	0
5703	CHRYSLER RESALE-	2008056360	#####	9,846.94	9846.94	0
5703	CHRYSLER RESALE-	2008075983	#####	26,685.62	26685.62	0
5703	CHRYSLER RESALE-	2008075984	#####	13,191.12	13191.12	0
5703	CHRYSLER RESALE-	2008075985	#####	11,849.70	11849.7	0
5703	CHRYSLER RESALE-	2008076207	#####	8,994.73	8994.73	0
5703	CHRYSLER RESALE-	2008076426	#####	21,288.74	21288.74	0
5703	CHRYSLER RESALE-	2008076427	#####	21,976.56	21976.56	0
5703	CHRYSLER RESALE-	2008076652	#####	25,804.78	25804.78	0
5703	CHRYSLER RESALE-	2008076796	#####	18,597.81	18597.81	0
5703	CHRYSLER RESALE-	2008076957	#####	39,565.48	39565.48	0
5703	CHRYSLER RESALE-	2008077824	#####	39,419.70	39419.7	0
5703	CHRYSLER RESALE-	2008078225	#####	20,307.36	20307.36	0
5703	CHRYSLER RESALE-	2008078594	#####	25,109.01	25109.01	0
5703	CHRYSLER RESALE-	2008078665	#####	4,870.54	4870.54	0
5703	CHRYSLER RESALE-	2008078666	#####	4,915.58	4915.58	0
5703	CHRYSLER RESALE-	2008078793	#####	36,945.38	36945.38	0
5703	CHRYSLER RESALE-	2008079205	#####	22,897.94	22897.94	0
5703	CHRYSLER RESALE-	2008079540	#####	9,587.48	9587.48	0
5703	CHRYSLER RESALE-	2008079541	#####	20,835.80	20835.8	0
5703	CHRYSLER RESALE-	2008079543	#####	34,002.20	34002.2	0
5703	CHRYSLER RESALE-	2008079821	#####	11,510.67	11510.67	0
5703	CHRYSLER RESALE-	2008080371	#####	39,199.06	39199.06	0
5703	CHRYSLER RESALE-	2008080440	#####	12,001.24	12001.24	0
5703	CHRYSLER RESALE-	2008080441	#####	26,398.00	26398	0
5703	CHRYSLER RESALE-	2008080702	#####	37,536.66	37536.66	0
5703	CHRYSLER RESALE-	2008080962	#####	6,446.87	6446.87	0
5703	CHRYSLER RESALE-	2008080963	#####	7,276.86	7276.86	0
5703	CHRYSLER RESALE-	2008080964	#####	4,233.57	4233.57	0
5703	CHRYSLER RESALE-	2008080965	#####	8,512.18	8512.18	0
5703	CHRYSLER RESALE-	2008081250	#####	20,919.66	20919.66	0
5703	CHRYSLER RESALE-	2008081251	#####	20,047.32	20047.32	0
5703	CHRYSLER RESALE-	2008081681	#####	9,466.03	9466.03	0
5703	CHRYSLER RESALE-	2008081858	#####	17,361.19	17361.19	0
5703	CHRYSLER RESALE-	2008082145	#####	39,179.36	39179.36	0
5703	CHRYSLER RESALE-	200878226	#####	21,062.26	21062.26	0
5703	CHRYSLER RESALE-	2009001150	#####	9,310.00	9310	0
5703	CHRYSLER RESALE-	2009001151	#####	9,059.07	9059.07	0
5703	CHRYSLER RESALE-	2009001390	#####	11,252.37	11252.37	0
5703	CHRYSLER RESALE-	2009001709	#####	20,659.64	20659.64	0
5703	CHRYSLER RESALE-	2009001710	#####	19,166.58	19166.58	0
5703	CHRYSLER RESALE-	2009001769	#####	7,444.14	7444.14	0
5703	CHRYSLER RESALE-	2009001770	#####	9,683.17	9683.17	0
5703	CHRYSLER RESALE-	2009001771	#####	4,621.19	4621.19	0
5703	CHRYSLER RESALE-	2009002161	#####	38,087.98	38087.98	0
5703	CHRYSLER RESALE-	2009002610	#####	38,671.10	38671.1	0
5703	CHRYSLER RESALE-	2009002724	#####	18,276.52	18276.52	0
5703	CHRYSLER RESALE-	2009003658	#####	26,096.91	26096.91	0
5703	CHRYSLER RESALE-	2009003659	#####	9,053.65	9053.65	0
5703	CHRYSLER RESALE-	2009004023	#####	8,833.88	8833.88	0
5703	CHRYSLER RESALE-	2009004186	#####	20,147.98	20147.98	0
5703	CHRYSLER RESALE-	2009004187	#####	17,715.46	17715.46	0
5703	CHRYSLER RESALE-	2009004188	#####	12,753.78	12753.78	0
5703	CHRYSLER RESALE-	2009004189	#####	26,630.46	26630.46	0
5703	CHRYSLER RESALE-	2009004535	#####	11,171.65	11171.65	0
5703	CHRYSLER RESALE-	2009004781	#####	39,104.50	0	39104.5
6142	CHRYSLER RESALE-	2008077015	#####	11,502.54	11502.54	0
6142	CHRYSLER RESALE-	2008077883	#####	16,532.03	16532.03	0
6142	CHRYSLER RESALE-	2008079542	#####	31,149.46	31149.46	0
6142	CHRYSLER RESALE-	2008079820	#####	29,943.78	29943.78	0
6142	CHRYSLER RESALE-	2008080274	#####	11,492.90	11492.9	0
6142	CHRYSLER RESALE-	2008080557	#####	17,378.07	17378.07	0
6142	CHRYSLER RESALE-	2008082301	#####	30,047.66	30047.66	0
6142	CHRYSLER RESALE-	2009000813	#####	21,135.67	21135.67	0
6142	CHRYSLER RESALE-	2009000814	#####	8,657.00	8657	0
6142	CHRYSLER RESALE-	2009001102	#####	11,316.19	11316.19	0
6142	CHRYSLER RESALE-	2009001671	#####	31,634.24	31634.24	0
6142	CHRYSLER RESALE-	2009004022	#####	30,998.36	30998.36	0

6142	CHRYSLER RESALE-	2009004716	#####	11,248.71	0	11248.71
6142	CHRYSLER RESALE-	2009004717	#####	17,795.01	0	17795.01
6142	CHRYSLER RESALE-	2009005137	#####	28,108.50	0	28108.5
7040	CHRYSLER RESALE-	2008079819	#####	1,795.63	1795.63	0
7040	CHRYSLER RESALE-	2008080273	#####	3,160.84	3160.84	0
7040	CHRYSLER RESALE-	2009000572	#####	1,910.83	1910.83	0
7040	CHRYSLER RESALE-	2009003735	#####	1,548.32	1548.32	0
7040	CHRYSLER RESALE-	2009003736	#####	3,314.44	3314.44	0
7040	CHRYSLER RESALE-	JDM-01899	#####	(3,450.25)	-3450.25	0
7250	CHRYSLER RESALE-	2009000594	#####	5,506.46	5506.46	0
7894	CHRYSLER CANADA-	2008077133	#####	12,026.56	12026.56	0
7894	CHRYSLER CANADA-	2008077235	#####	48,335.56	48335.56	0
7894	CHRYSLER CANADA-	2008078667	#####	18,135.39	18135.39	0
7894	CHRYSLER CANADA-	2008078668	#####	10,758.93	10758.93	0
7894	CHRYSLER CANADA-	2008078669	#####	12,032.93	12032.93	0
7894	CHRYSLER CANADA-	2008078670	#####	24,212.37	24212.37	0
7894	CHRYSLER CANADA-	2008080467	#####	10,886.33	10886.33	0
7894	CHRYSLER CANADA-	2008080802	#####	53,947.53	53947.53	0
7894	CHRYSLER CANADA-	2009001395	#####	10,784.41	10784.41	0
7894	CHRYSLER CANADA-	2009001714	#####	32,837.35	32837.35	0
7894	CHRYSLER CANADA-	2009004026	#####	18,218.20	18218.2	0
7894	CHRYSLER CANADA-	2009004087	#####	36,398.18	36398.18	0
7895	CHRYSLER CANADA-	2008079207	#####	16,778.08	16778.08	0
7895	CHRYSLER CANADA-	2009001715	#####	22,809.60	22809.6	0
7895	CHRYSLER CANADA-	2009004848	#####	19,266.76	0	19266.76
7896	CHRYSLER CANADA-	2008077324	#####	5,965.74	5965.74	0
7896	CHRYSLER CANADA-	2008077325	#####	8,558.37	8558.37	0
7896	CHRYSLER CANADA-	2008077326	#####	8,562.57	8562.57	0
7896	CHRYSLER CANADA-	2009004432	#####	8,520.45	8520.45	0
7896	CHRYSLER CANADA-	2009004433	#####	7,949.16	7949.16	0
7896	CHRYSLER CANADA-	2009004434	#####	8,239.71	8239.71	0
7920	CHRYSLER RESALE-	2008076069	#####	10,248.67	10248.67	0
7920	CHRYSLER RESALE-	2009001817	#####	8,109.30	8109.3	0
7936	CHRYSLER CA-MATE	2008076311	#####	30,200.28	30200.28	0
7936	CHRYSLER CA-MATE	2008076609	#####	38,760.22	38760.22	0
7936	CHRYSLER CA-MATE	2008079068	#####	37,321.61	37321.61	0
7936	CHRYSLER CA-MATE	2008080445	#####	43,843.87	43843.87	0
7936	CHRYSLER CA-MATE	2008081022	#####	50,754.28	50754.28	0
7936	CHRYSLER CA-MATE	2009001874	#####	46,273.91	46273.91	0
7936	CHRYSLER CA-MATE	2009004274	#####	41,567.84	41567.84	0
7936	CHRYSLER CA-MATE	2009005218	#####	46,297.11	0	46297.11
8012	CHRYSLER RESALE-	2008078664	#####	1,816.84	1816.84	0
8012	CHRYSLER RESALE-	2008081894	#####	747.90	747.9	0
7250	CHRYSLER RESALE-WORTHINGTON	UNVOUCHERED		11,024.73		11,024.73
7895	CHRYSLER CANADA-SEVERSTAL	UNVOUCHERED		29,359.10		29,359.10

Totals

2,216,468.25

2014263.8

202204.42

2216468

CUSTOMER NUMBER	CUSTOMER NAME	ITEM	DOCUMENT DATE	CURRENT	31 TO 60 DAYS	61 TO 90 DAYS	91 TO 120 DAYS	OVER 121 DAYS	BALANCE	P U	CUR	Over 10 21/02/2009	undor 10
300000	CHRYSLER DE MEXICO S.A DE C.V.	C0010594	31/10/2008						(2,688.58)	USD		-2688.58	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	D0010230	31/10/2008						5,377.16	USD		5377.16	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	D0010232	31/10/2008						13,608.36	USD		13608.36	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128482	01/12/2008			3,905.75			3,905.75	USD		3905.75	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128463	01/12/2008			4,283.92			4,283.92	USD		4283.92	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128464	01/12/2008			1,738.86			1,738.86	USD		1738.86	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128465	01/12/2008			7,459.84			7,459.84	USD		7459.84	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128466	01/12/2008			13,599.10			13,599.10	USD		13599.10	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128468	01/12/2008			4,868.54			4,868.54	USD		4868.54	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128469	01/12/2008			9,679.12			9,679.12	USD		9679.12	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128470	01/12/2008			317.51			317.51	USD		317.51	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128471	01/12/2008			4,407.17			4,407.17	USD		4407.17	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128472	01/12/2008			3,346.58			3,346.58	USD		3346.58	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128473	01/12/2008			13,055.80			13,055.80	USD		13055.80	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128474	01/12/2008			4,373.34			4,373.34	USD		4373.34	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128477	02/12/2008			927.69			927.69	USD		927.69	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128495	02/12/2008			6,089.46			6,089.46	USD		6089.46	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128496	02/12/2008			7,730.62			7,730.62	USD		7730.62	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128503	02/12/2008			4,133.13			4,133.13	USD		4133.13	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128504	02/12/2008			7,658.38			7,658.38	USD		7658.38	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128516	03/12/2008			3,610.84			3,610.84	USD		3610.84	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128517	03/12/2008			4,667.40			4,667.40	USD		4667.40	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128518	03/12/2008			747.80			747.80	USD		747.80	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128519	03/12/2008			6,018.24			6,018.24	USD		6018.24	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128520	03/12/2008			13,769.67			13,769.67	USD		13769.67	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128521	03/12/2008			6,756.30			6,756.30	USD		6756.30	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128539	04/12/2008			3,928.35			3,928.35	USD		3928.35	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128540	04/12/2008			4,153.59			4,153.59	USD		4153.59	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128541	04/12/2008			1,822.54			1,822.54	USD		1822.54	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128542	04/12/2008			4,993.89			4,993.89	USD		4993.89	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128543	04/12/2008			14,314.15			14,314.15	USD		14314.15	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128549	04/12/2008			4,868.54			4,868.54	USD		4868.54	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128550	04/12/2008			12,562.96			12,562.96	USD		12562.96	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128560	04/12/2008			6,191.89			6,191.89	USD		6191.89	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128563	04/12/2008			668.16			668.16	USD		668.16	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128572	05/12/2008			4,696.97			4,696.97	USD		4696.97	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128573	05/12/2008			4,470.52			4,470.52	USD		4470.52	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128574	05/12/2008			1,681.35			1,681.35	USD		1681.35	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128575	05/12/2008			5,156.98			5,156.98	USD		5156.98	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128576	05/12/2008			10,293.49			10,293.49	USD		10293.49	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128577	05/12/2008			8,582.33			8,582.33	USD		8582.33	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128578	05/12/2008			158.76			158.76	USD		158.76	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128580	05/12/2008			2,004.48			2,004.48	USD		2004.48	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128581	05/12/2008			4,563.46			4,563.46	USD		4563.46	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128582	05/12/2008			12,001.22			12,001.22	USD		12001.22	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128605	08/12/2008			4,379.46			4,379.46	USD		4379.46	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128606	08/12/2008			5,181.21			5,181.21	USD		5181.21	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128607	08/12/2008			1,366.02			1,366.02	USD		1366.02	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128608	08/12/2008			6,840.71			6,840.71	USD		6840.71	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128609	08/12/2008			9,639.93			9,639.93	USD		9639.93	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128610	08/12/2008			10,022.40			10,022.40	USD		10022.40	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128616	08/12/2008			5,132.01			5,132.01	USD		5132.01	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128616	08/12/2008			9,774.25			9,774.25	USD		9774.25	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128630	09/12/2008			6,301.99			6,301.99	USD		6301.99	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128631	09/12/2008			5,391.23			5,391.23	USD		5391.23	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128632	09/12/2008			1,526.21			1,526.21	USD		1526.21	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128633	09/12/2008			7,402.57			7,402.57	USD		7402.57	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128634	09/12/2008			8,288.50			8,288.50	USD		8288.50	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128635	09/12/2008			18,136.91			18,136.91	USD		18136.91	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128636	09/12/2008			20,010.67			20,010.67	USD		20010.67	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128637	09/12/2008			18,712.06			18,712.06	USD		18712.06	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128642	09/12/2008			1,123.47			1,123.47	USD		1123.47	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128726	15/12/2008			5,037.07			5,037.07	USD		5037.07	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128727	15/12/2008			4,327.06			4,327.06	USD		4327.06	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128728	15/12/2008			1,108.28			1,108.28	USD		1108.28	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128729	15/12/2008			6,299.17			6,299.17	USD		6299.17	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128730	15/12/2008			13,225.21			13,225.21	USD		13225.21	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128731	15/12/2008			2,257.64			2,257.64	USD		2257.64	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128734	15/12/2008			1,396.79			1,396.79	USD		1396.79	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128752	16/12/2008			3,114.52			3,114.52	USD		3114.52	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128753	16/12/2008			3,639.77			3,639.77	USD		3639.77	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128754	16/12/2008			782.44			782.44	USD		782.44	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128755	16/12/2008			5,195.79			5,195.79	USD		5195.79	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128756	16/12/2008			16,719.04			16,719.04	USD		16719.04	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128763	16/12/2008			5,350.60			5,350.60	USD		5350.60	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128767	16/12/2008			2,672.64			2,672.64	USD		2672.64	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128776	17/12/2008			2,847.34			2,847.34	USD		2847.34	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128777	17/12/2008			3,603.24			3,603.24	USD		3603.24	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128778	17/12/2008			389.45			389.45	USD		389.45	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128779	17/12/2008			6,706.23			6,706.23	USD		6706.23	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128780	17/12/2008			11,596.03			11,596.03	USD		11596.03	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128870	26/01/2009		1,264.92				1,264.92	USD		1264.92	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00128871	26/01/2009										

300000	CHRYSLER DE MEXICO S.A DE C.V.	00126933	30/01/2009	2,018.27	2,018.27	USD	2018.27	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126934	30/01/2009	4,493.55	4,493.55	USD	4493.55	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126945	03/02/2009	2,167.12	2,167.12	USD	2167.12	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126946	03/02/2009	2,132.34	2,132.34	USD	2132.34	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126947	03/02/2009	335.64	335.64	USD	335.64	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126948	03/02/2009	8,810.25	8,810.25	USD	8810.25	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126949	03/02/2009	4,092.41	4,092.41	USD	4092.41	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126953	03/02/2009	3,621.18	3,621.18	USD	3621.18	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126954	03/02/2009	3,919.46	3,919.46	USD	3919.46	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126958	04/02/2009	1,763.77	1,763.77	USD	1763.77	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126959	04/02/2009	2,235.26	2,235.26	USD	2235.26	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126960	04/02/2009	1,360.76	1,360.76	USD	1360.76	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126961	04/02/2009	8,246.14	8,246.14	USD	8246.14	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126962	04/02/2009	1,384.33	1,384.33	USD	1384.33	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126971	05/02/2009	2,030.97	2,030.97	USD	2030.97	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126972	05/02/2009	1,792.00	1,792.00	USD	1792	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126973	05/02/2009	318.09	318.09	USD	318.09	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126974	05/02/2009	7,382.50	7,382.50	USD	7382.5	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126975	05/02/2009	2,787.13	2,787.13	USD	2787.13	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126978	05/02/2009	6,880.80	6,880.80	USD	6880.8	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126979	05/02/2009	1,819.59	1,819.59	USD	1819.59	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126987	06/02/2009	1,171.68	1,171.68	USD	1171.68	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126988	06/02/2009	489.86	489.86	USD	489.86	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126989	06/02/2009	4,715.06	4,715.06	USD	4715.06	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126991	06/02/2009	513.82	513.82	USD	513.82	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00126992	06/02/2009	698.40	698.40	USD	698.4	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127034	09/02/2009	1,320.17	1,320.17	USD	1320.17	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127035	09/02/2009	5,085.67	5,085.67	USD	5085.67	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127036	09/02/2009	83.08	83.08	USD	83.08	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127037	09/02/2009	3,448.33	3,448.33	USD	3448.33	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127040	10/02/2009	4,299.99	4,299.99	USD	4299.99	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127041	10/02/2009	8,928.72	8,928.72	USD	8928.72	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127045	10/02/2009	1,083.57	1,083.57	USD	1083.57	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127046	10/02/2009	8,572.14	8,572.14	USD	8572.14	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127047	10/02/2009	447.82	447.82	USD	447.82	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127048	10/02/2009	2,704.91	2,704.91	USD	2704.91	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127049	10/02/2009	4,677.12	4,677.12	USD	4677.12	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127068	11/02/2009	1,897.37	1,897.37	USD	1897.37	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127069	11/02/2009	1,792.00	1,792.00	USD	1792	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127070	11/02/2009	105.28	105.28	USD	105.28	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127071	11/02/2009	5,143.83	5,143.83	USD	5143.83	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127078	12/02/2009	1,716.02	1,716.02	USD	1716.02	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127079	12/02/2009	2,365.59	2,365.59	USD	2365.59	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127080	12/02/2009	524.36	524.36	USD	524.36	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127081	12/02/2009	4,480.36	4,480.36	USD	4480.36	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127082	12/02/2009	6,270.71	6,270.71	USD	6270.71	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127086	12/02/2009	4,988.45	4,988.45	USD	4988.45	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127087	12/02/2009	2,090.88	2,090.88	USD	2090.88	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127095	13/02/2009	1,716.02	1,716.02	USD	1716.02	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127098	13/02/2009	7,249.68	7,249.68	USD	7249.68	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127097	13/02/2009	1,167.39	1,167.39	USD	1167.39	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127098	13/02/2009	2,950.22	2,950.22	USD	2950.22	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127099	13/02/2009	2,638.60	2,638.60	USD	2638.6	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127103	13/02/2009	5,546.65	5,546.65	USD	5546.65	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127104	13/02/2009	1,751.65	1,751.65	USD	1751.65	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127119	16/02/2009	2,980.93	2,980.93	USD	2980.93	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127120	16/02/2009	2,575.60	2,575.60	USD	2575.6	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127121	16/02/2009	864.22	864.22	USD	864.22	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127122	16/02/2009	7,721.98	7,721.98	USD	7721.98	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127123	16/02/2009	5,883.77	5,883.77	USD	5883.77	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127126	16/02/2009	4,422.03	4,422.03	USD	4422.03	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127127	16/02/2009	2,545.22	2,545.22	USD	2545.22	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127146	17/02/2009	1,423.67	1,423.67	USD	1423.67	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127147	17/02/2009	2,132.34	2,132.34	USD	2132.34	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127148	17/02/2009	335.64	335.64	USD	335.64	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127149	17/02/2009	8,436.62	8,436.62	USD	8436.62	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127150	17/02/2009	3,831.80	3,831.80	USD	3831.8	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127151	17/02/2009	2,586.82	2,586.82	USD	2586.82	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127152	17/02/2009	5,702.64	5,702.64	USD	5702.64	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127172	18/02/2009	2,189.72	2,189.72	USD	2189.72	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127173	18/02/2009	1,894.92	1,894.92	USD	1894.92	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127174	18/02/2009	720.40	720.40	USD	720.4	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127175	18/02/2009	6,839.81	6,839.81	USD	6839.81	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127176	18/02/2009	3,810.86	3,810.86	USD	3810.86	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127194	19/02/2009	1,605.02	1,605.02	USD	1605.02	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127195	19/02/2009	2,132.34	2,132.34	USD	2132.34	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127196	19/02/2009	1,143.97	1,143.97	USD	1143.97	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127197	19/02/2009	6,466.18	6,466.18	USD	6466.18	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127198	19/02/2009	4,846.67	4,846.67	USD	4846.67	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127204	19/02/2009	2,018.27	2,018.27	USD	2018.27	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127205	19/02/2009	2,765.66	2,765.66	USD	2765.66	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127220	20/02/2009	924.81	924.81	USD	924.81	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127221	20/02/2009	187.90	187.90	USD	187.9	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127222	20/02/2009	2,378.11	2,378.11	USD	2378.11	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127223	20/02/2009	3,283.96	3,283.96	USD	3283.96	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127227	20/02/2009	1,919.85	1,919.85	USD	1919.85	0
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127274	24/02/2009	1,716.02	1,716.02	USD	0	1716.02
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127275	24/02/2009	2,108.93	2,108.93	USD	0	2108.93
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127276	24/02/2009	1,032.12	1,032.12	USD	0	1032.12
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127277	24/02/2009	7,520.49	7,520.49	USD	0	7520.49
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127278	24/02/2009	4,484.14	4,484.14	USD	0	4484.14
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127307	24/02/2009	2,018.27	2,018.27	USD	0	2018.27
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127308	24/02/2009	3,621.18	3,621.18	USD	0	3621.18
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127313	25/02/2009	1,897.37	1,897.37	USD	0	1897.37
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127314	25/02/2009	9,198.35	9,198.35	USD	0	9198.35
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127315	25/02/2009	105.26	105.26	USD	0	105.26
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127316	25/02/2009	3,809.58	3,809.58	USD	0	3809.58
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127342	26/02/2009	1,264.92	1,264.92	USD	0	1264.92
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127343	26/02/2009	2,579.60	2,579.60	USD	0	2579.6
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127344	26/02/2009	246.18	246.18	USD	0	246.18
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127345	26/02/2009	5,798.02	5,798.02	USD	0	5798.02
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127346	26/02/2009	2,987.11	2,987.11	USD	0	2987.11
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127347	26/02/2009	1,517.64	1,517.64	USD	0	1517.64
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127348	26/02/2009	2,545.22	2,545.22	USD	0	2545.22
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127350	26/02/2009	7,422.07	7,422.07	USD	0	7422.07
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127356	26/02/2009	4,650.68	4,650.68	USD	0	4650.68
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127357	26/02/2009	1,819.59	1,819.59	USD	0	1819.59
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127363	26/02/2009	1,001.46	1,001.46	USD	0	1001.46
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127354	26/02/2009	199.91	199.91	USD	0	199.91
300000	CHRYSLER DE MEXICO S.A DE C.V.	00127385	26/02/2009	9,301.30	9,301.30	USD	0	9301.3
300100	DAIMLERCHRYSLER CORPORATION	00126544	04/12/2008	2,913.74	2,913.74	USD	2913.74	0
300100	DAIMLERCHRYSLER							

300100	DAIMLERCHRYSLER CORPORATION	00126555	04/12/2008		85.74		85.74	USD	85.74	0		
300100	DAIMLERCHRYSLER CORPORATION	00126918	29/01/2009	6,514.56		6,514.56	USD	6,514.56	0			
300100	DAIMLERCHRYSLER CORPORATION	00126919	29/01/2009	4,553.14		4,553.14	USD	4,553.14	0			
300100	DAIMLERCHRYSLER CORPORATION	00126920	29/01/2009	13,409.77		13,409.77	USD	13,409.77	0			
300100	DAIMLERCHRYSLER CORPORATION	00126935	30/01/2009	35.07		35.07	USD	35.07	0			
300100	DAIMLERCHRYSLER CORPORATION	00126936	30/01/2009	90.26		90.26	USD	90.26	0			
300100	DAIMLERCHRYSLER CORPORATION	00126967	04/02/2009	597.79		597.79	USD	597.79	0			
300100	DAIMLERCHRYSLER CORPORATION	00127063	10/02/2009	597.79		597.79	USD	597.79	0			
300100	DAIMLERCHRYSLER CORPORATION	00127102	13/02/2009	0.88		0.88	USD	0.88	0			
300100	DAIMLERCHRYSLER CORPORATION	00127105	13/02/2009	0.88		0.88	USD	0.88	0			
Totals				451,556.76	51,199.86	491,628.76	16,296.94	-	1,010,682.42	931837.01	78845.41	1010682.4

VENDOR ID	VENDOR NAME	INVOICE NO	INVOICE DATE	PAYMENT AMT	Over 10	under 10
					21/02/2009	
400269	DCX/NATIONAL MATERIAL MEXICO	35332	27/01/2009	357,378.78	357378.78	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04062798	16/02/2009	344,695.10	344695.1	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04062799	15/01/2009	46,726.80	46726.8	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04062906	05/01/2009	91,332.32	91332.32	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04062907	05/01/2009	82,406.06	82406.06	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063224	09/02/2008	77,653.52	77653.52	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063225	16/02/2009	62,113.46	62113.46	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063226	09/02/2008	68,942.77	68942.77	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063258	09/02/2008	46,678.00	46678	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063259	09/02/2008	32,460.44	32460.44	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063260	09/02/2008	18,766.62	18766.62	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063261	09/02/2008	24,024.72	24024.72	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063262	09/02/2008	109,653.76	109653.76	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063263	09/02/2008	32,595.10	32595.1	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04062921	08/01/2009	92,373.92	92373.92	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063274	10/02/2009	92,373.92	92373.92	0
400269	DCX/NATIONAL MATERIAL MEXICO	MX04063275	10/02/2009	51,532.86	51532.86	0
400269	DCX/NATIONAL MATERIAL MEXICO	UNVOUCHERED		3,715,950.02		3,715,950.02
Totals	in MXN			5,347,658.17	1631708.15	3715950.02
Totals	in USD (@ 15.0698)			354,859.27	108,276.70	246,582.57
						354,859.27

C

This is Exhibit "C" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C. Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

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e-mail: chill@blgcanada.com



BORDEN
LADNER
GERVAIS

March 5, 2009

BY E-MAIL

Lang Michener LLP
Brookfield Place
181 Bay Street, Suite 2500
P. O. Box 747
Toronto, Ontario M5J 2T7

Attention: Sheryl Seigel

Dear Madam:

Re: SKD Company ("SKD" and together with its affiliates, the "SKD Group") and Chrysler Canada Inc., Chrysler LLC and Chrysler Motors LLC (collectively, "Chrysler")

We acknowledge receipt of your letter dated March 4, 2009 with respect to the above-referenced matter. We have reviewed the contents of your letter with our client and with BBK.

Firstly, it appears that there has been disagreement between our respective clients and their advisors on the timing of payments anticipated under the terms of the Accommodation Agreement. The payment expectations can be referenced in two separate categories, namely: (i) payments for regular production parts ("Parts"); and (ii) payments for the requested building of Parts banks ("Parts Banks").

With respect to the payment for Parts, it is relevant to note that prior to the execution of the Accommodation Agreement, Chrysler advanced approximately \$7.3 million to SKD in early January, 2009. This overpayment was made without taking into account permitted set-offs for steel contra amounts and put Chrysler in an overall credit position with the Company that was not changed until, at the earliest, on or about February 20, 2009. Accordingly, for the period following the date of the Initial Order until approximately February 20, 2009, there was no amount owing by Chrysler on a net basis to SKD and therefore no payments were required or made under the terms of the Accommodation Agreement or otherwise. On or about February 20, 2009, Chrysler became aware for the first time that that credit position had been reversed and that it



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owed approximately (in Chrysler's view) \$500,000 to SKD. While in the process of confirming this amount, Chrysler received information from SKD indicating that the amount owed was approximately \$1.7 million. Approximately \$1.2 million of that amount has recently been reconciled between CMD and BBK and is in Chrysler's set to pay system to be released by Chrysler early today.

With respect to payment for Parts, it is Chrysler's position that it has been, at all times, in compliance with the Accommodation Agreement. Any controversy over whether or not it has been in compliance has been resolved by a line item reconciliation that was undertaken by BBK and CMD. Any difference between the Chrysler amount in the set to pay system and the SKD claim is merely a difference of timing and not an issue of whether or not there has been compliance with the Accommodation Agreement.

Secondly, with respect to the Parts Bank, we note that section 3.3 of the Accommodation Agreement contemplates the funding of premiums for the bank build. We note that, Chrysler pre-funded approximately \$300,000 on or about February 4, 2009 in connection with this bank build. Notwithstanding, SKD took no steps to commence the building of a Parts Bank for Chrysler until on or about February 11 or 12, 2009. Chrysler has attempted in good faith to address the various issues that have arisen in connection with the separate invoicing of the portion of the Parts Bank that is being shipped to warehouses instead of being receipted at Chrysler plants. The layer of additional paperwork has created an inherent delay that Chrysler is working in good faith to resolve and that delay is simply associated with verification of the delivery of Parts that have been claimed to be delivered by SKD. Although SKD can produce invoices indicating what Parts it has shipped, the Parts Banks are not all being delivered to assembly plants. As a result, certain of the Parts Banks' shipping and invoicing need to be independently verified. Chrysler has, however, arranged for payment of those amounts following the receipt of the Parts by the warehouse – in accordance with the Accommodation Agreement. In addition, Chrysler is working in good faith regarding the Parts Banks delivered to the assembly plants to input the information into its systems – but we draw your attention to the fact that the timing starts with the date that the invoice is recognized in the Customer's system.

Chrysler paid the approximately \$900,000 Cdn. referred to in your letter relating to the Parts Bank. Chrysler expects that a further amount may be released early this morning. The amount contemplated (when added to the \$1.2 million noted above) will, however, not total the "Overdue Amount" referenced in your letter. We understand that there have been a number of conversations in the last 12 hours between BBK and CMD to clarify the issues regarding the reconciliation, including the fact that SKD's summary of amounts claimed by SKD does not account for permitted setoffs under the Accommodation Agreement.

Chrysler is working in good faith to assure that payments on all amounts owing to SKD are made as quickly as possible. It is Chrysler's position that it is, in all respects, in compliance with the Accommodation Agreement. The reference to section 3.3 of the Accommodation Agreement in your letter is not grounds for SKD to discontinue its supply of Parts to Chrysler. In the event that SKD acts in a manner consistent with the

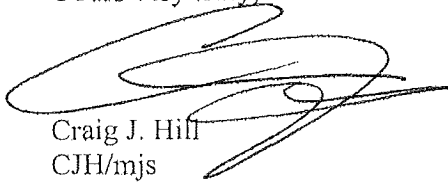


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terms of your letter and ceases shipments of Parts, SKD will be in breach of the Accommodation Agreement. We note, in particular, section 8 of the Accommodation Agreement which makes clear that your demand for payment and proposed course of action for SKD is improper and contrary to the terms of the Accommodation Agreement.

We fully expect that the continued cooperation between our clients and their advisors can work to resolve these issues on a timely basis. However, Chrysler reserves all of its rights in the event that there is a breach of the Accommodation Agreement by SKD in connection with the matters noted above.

Yours very truly,



Craig J. Hill
CJH/mjs

cc: Chrysler LLC
BBK, Ltd.

::ODMA\PCDOCS\TOR01\4029228:2

D

This is Exhibit "D" to the Affidavit
of Timothy Zeeb, sworn on
the 18th day of September, 2013.

Paula C Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

SKD - Chrysler Payment Remittance Detail - 3 20 09 (2).xls

Payables Detail		PRE	POST
		CAD (CAD Currency)	
Captured	Previous	1,385,159.26	5,233,098.00
	NEW	-	1,138,926.37
	Total	1,385,159.26	6,372,024.37
STP	Previous	-	5,366,311.55
	NEW	-	269.17
	Total	-	5,366,580.72
Tooling		-	-
Total GROSS Payables	Previous	1,385,159.26	10,599,409.55
	NEW	-	1,139,195.54
	Total	1,385,159.26	11,738,605.09
5% Allowed Setoff - 3.20.2009		(69,257.96)	(586,930.25)
Steel Resale-Open AR Balance	Previous	(3,799,294.69)	(4,868,310.42)
	NEW	-	(649,132.08)
	Total	(3,799,294.69)	(5,517,442.50)
1.20.09 Payment Offset (\$108,039 Converted to CAD Currency)		(115,547.71)	
3.05.09 Payment Offset (\$1.7 Million Converted to CAD Currency)		-	(1,818,150.00)
3.06.09 Payment Offset (\$.7 Million Converted to CAD Currency)		-	(748,650.00)
Net Payables		(2,598,941.10)	3,067,432.34
Net Chrysler Payment - 3.20.2009 (CAD)		468,491.23	

USD = 1.0695 CAD, Chrysler Annual Corporate Conversion Rate

E

This is Exhibit "E" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C. Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Thursday, March 26, 2009 5:03 PM
To: 'dmurray@e-bbk.com'
Cc: 'JWilliams@skdautomotive.com'; John P. Kotas; Robert F. Kolb
Subject: Fw: SKD - Chrysler Payment - Company Remittance Detail
Attachments: Chrysler Payment Summary March20-2009.xls

Importance: High

Doug-

Please find the attached analysis and explanatory e-mail from SKD regarding the Chrysler payments made and related matters and calculations. I have not yet reviewed in detail but appreciate your review, feedback and related follow-up as SKD's analysis indicates incremental amounts are owing from Chrysler on the net AR in the remittance detail provided.

Thanks,

Timothy R. Zeeb
Conway MacKenzie & Dunleavy
401 South Old Woodward Ave.
Suite 340
Birmingham, Michigan 48009
(248)433-3100 (phone)
(248)433-3143 (fax)
(248)417-6310 (mobile)
TZeeb@c-m-d.com

----- Original Message -----

From: Williams, John T. <JWilliams@skdautomotive.com>
To: Tim R. Zeeb; Robert F. Kolb; John P. Kotas
Cc: Naralne, Dave <DNaralne@skdautomotive.com>; Amio, Roderick <RAMio@skdautomotive.com>; Laura Hill <LHill@skdautomotive.com>
Sent: Thu Mar 26 16:44:36 2009
Subject: RE: SKD - Chrysler Payment - Company Remittance Detail

Tim,

Attached is a summary of the payment reconciliation.

Chrysler deducted a total of \$656,188.21 cdn pertaining to the 5% Set-off which is incorrect. Chrysler failed to include all Steel Contras which would correct the Set-off to be \$196,826.75, hence a balance owing to SKD for \$459,361.47 cdn.

Also, Chrysler deducted Trade Receivables and Steel Contra Invoices that relate to Martinrea as these are post March 01st, 2009 for Jonesville. This amounts to \$129,507.75 that need to be reimbursed to SKD.

The total amount to be reimbursed back to SKD is \$588,869.21 cdn (\$459,361.47 + \$129,507.75).

F

This is Exhibit "F" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Oakland

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Friday, April 24, 2009 1:11 PM
To: DMurray@e-bbk.com
Subject: Chrysler - SKD Setoffs - 5%
Categories: 123

Doug –

It has been brought to my attention by SKD that Chrysler has been taking a 5% setoff against the gross AR rather than the AR to be paid after steel contras. As I believe it was everyone's intent and understanding in the drafting of section 2.6 of the Accommodation Agreement (specific section referenced below) that the 5% setoff is to be taken against the net AR to be paid, can you please advise why this action is being taken by Chrysler?

“in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any unpaid invoice”

I appreciate your prompt feedback as to this matter considering the significance of the setoffs taken and material change in direction with regards to the approach towards section 2.6 of the AA.

Regards,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

G

This is Exhibit "G" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Calhoun

From: Hill, Craig J. [CHILL@blgcanada.com]
Sent: Tuesday, April 28, 2009 4:23 PM
To: Latham, Joe
Subject: RE: Set off

Joe: I think my reaction was that I did not understand why this was an issue now as I assumed that someone had been applying the setoff for the past 4 months (net or gross, I have not been privy to, or cared as long as I did not hear about it) and that I did not see why what was happening the in past was any different. I think I said that I thought it had been applied as net, but to be candid I have not looked at the Accommodation Agreement.

Is something being done differently or has this not come up before?

Craig

-----Original Message-----

From: Latham, Joe [mailto:jlatham@goodmans.ca]
Sent: April 28, 2009 3:43 PM
To: Hill, Craig J.
Subject: Set off

Craig, on Friday, you and I briefly discussed the issue of the calculation of 5% for Allowed Setoffs. There continues to be an issue as to whether it is 5% of the gross payables, or 5% of the net payables. Your reaction was net. Is that your view? We believe that, on the wording of the Accommodation Agreement, it should be calculated on the net amount.

Please let me know as soon as you are able.

L. Joseph Latham

*Please excuse the brevity, sent from my blackberry.

*****ATTENTION*****

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Н

This is Exhibit "H" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews
A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Oakland

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Thursday, January 29, 2009 9:21 AM
To: Ryder, Abe
Subject: RE: Ford A/P detail

Abe –

As we discussed yesterday, I had several concerns regarding the Ford AP payment. Two of the largest stand-out discrepancies are below. Can you please work to get SKD paid the amounts they were shorted ASAP.

Exchange Rate: Exchange rate used to convert to USD was 0.795. Bank of Canada rate on Monday ranged from 0.815 to 0.823. Other customers used 0.82. The use of 0.795 shorted SKD by approximately \$80k to \$115k. In addition to immediately paying SKD the delta to the actual exchange rate from the day the transfer was made, I would ask that you ensure that an actual current recognized rate is used for any payments moving forward that are made in USD for amounts owing to SKD in CAD.

Setoffs: Ford took setoffs on the Gross AR rather than the Net AR after Contras. This is not in line with the AA. No other customer did this. This shorted SKD by approximately \$145k.

I appreciate your attention to resolve and have Ford pay SKD monies owed in relation to the issues above before the end of this week.

Thanks,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

From: Ryder, Abe [<mailto:Abe.Ryder@GT.com>]
Sent: Wednesday, January 28, 2009 9:06 AM
To: Tim R. Zeeb
Subject: Ford A/P detail

Tim,

Attached is the Ford A/P detail that was paid in yesterday's wire to SKD. This should assist SKD in reconciling its Ford receivables.

Please let me know if you have any questions.

Thanks,
Abe

Abraham Ryder | Manager
Grant Thornton LLP, Corporate Advisory & Restructuring Services

| office/fax 312.602.8267 | mobile 773.350.3473
175 W. Jackson Blvd, Suite 2000, Chicago, IL 60604

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Tim R. Zeeb

From: Ryder, Abe <Abe.Ryder@GT.com>
Sent: Tuesday, February 03, 2009 4:07 PM
To: Tim R. Zeeb
Subject: RE: Setoff Correction Wire

Tim,

Here is the amount and confirmation below of the funds sent re: the adjustment to the set-off.

Thanks,
Abe

ROYAL BANK OF CANADA
ROYCCAT2XXX 4005419
SKD Company Administration USD 56,766.70 02/03/2009 02/03/2009 Confirmed 0281968

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-----Original Message-----

From: Tim R. Zeeb [<mailto:TZeeb@c-m-d.com>]
Sent: Tuesday, February 03, 2009 2:31 PM
To: Ryder, Abe
Subject: Setoff Correction Wire

Did you get the wire confirmation? I want to be sure SKD has specific amount and confirmation to track.

Thanks,

Timothy R. Zeeb
Conway MacKenzie & Dunleavy
401 South Old Woodward Ave.
Suite 340
Birmingham, Michigan 48009
(248)433-3100 (phone)
(248)433-3143 (fax)
(248)417-6310 (mobile)
TZeeb@c-m-d.com



This is Exhibit "I" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.


A commissioner for taking affidavits

PAULA G. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of Oakland

SKD AUTOMOTIVE-HONDA PAYABLE POSITION

26-Jan-2009

Per Honda	US \$	CAD\$	Per SKD	CAD \$
Honda	518,505.92			
HMIN	137,135.29			
HSC	119,730.68			
HCM	427,811.41			
HCM Converted	762,867.99	930,326.82		
	1,966,051.29			
Steel Contrs US\$	841,865.29			
Steel Contrs CAD\$	923,436.82			
	1,765,302.11			
Net Payable Position	200,749.19			
Allowed 5% Setoff	(10,037.46)			
Net Payment	190,711.73			
Garnishment Holdback	144,320.00	176,000.00		
Net Position	46,391.73			
			CND Net	184,376.00
			US Net	43,226.00
				227,602.00

J

This is Exhibit "J" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.



A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of COCKING

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Tuesday, April 28, 2009 9:05 AM
To: Bryan_Clay@ham.honda.com
Subject: RE: SKD - Honda Payment

Yes. Are you available shortly to discuss? It is my understanding that both Company and Monitor believe that per the AA, the setoffs are to be taken against the net AR payment, as was Honda's practice up until today's payment.

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

From: Bryan_Clay@ham.honda.com [mailto:Bryan_Clay@ham.honda.com]
Sent: Tuesday, April 28, 2009 9:00 AM
To: Tim R. Zeeb
Subject: RE: SKD - Honda Payment

Tim,

Do we still need to discuss the offset?

Bryan

"Tim R. Zeeb" <TZeeb@c-m-d.com>

04/28/2009 08:43 AM

To <Kristl_Weaver@ham.honda.com>, <DMurray@e-bbk.com>, <Bryan_Clay@ham.honda.com>
cc "Williams, John T." <JWilliams@skdautomotive.com>
Subject RE: SKD - Honda Payment

All –

I understand that the Honda payments have been received in SKD's US bank account rather than in Canada where the funds were expected. Please disregard my mail below.

Thanks,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340

K

This is Exhibit "K" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews

A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Friday, April 24, 2009 1:12 PM
To: Bryan_Clay@ham.honda.com
Cc: 'jpk@c-m-d.com'
Subject: Honda - SKD Setoffs - 5%

Categories: 123

Bryan –

It is my understanding from SKD that the payment to be made by Honda this coming Monday takes a 5% setoff on the gross AR rather than the AR to be paid after steel contras. They have also communicated to me that the remittance detail provided for the upcoming payment takes a line-item setoff of \$208,198 to adjust all prior setoffs from 5% of paid AR to 5% of gross AR. As I believe it was everyone's intent and understanding in the drafting of section 2.6 of the Accommodation Agreement (specific section referenced below) that the 5% setoff be taken against the net AR to be paid, can you please advise why this change of direction has now come from Honda?

“in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any unpaid invoice”

I appreciate your prompt feedback as to this matter considering the significance of the setoff taken and material change in direction with regards to the approach towards section 2.6 of the AA.

Regards,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com



This is Exhibit "L" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews

A commissioner for taking affidavits

PAULA C. ANDREWS Notary Public, State of Michigan County of Oakland My Commission Expires Oct. 27, 2014 Acting In the County of <i>Oakland</i>
--

Tim R. Zeeb

From: JPlemmons@dickinson-wright.com
Sent: Sunday, January 04, 2009 6:38 PM
To: BKofman@RSMRichter.com; Donald S. MacKenzie; Dan McFall; gmryan@comerica.com; cgarrah@langmichener.ca; John Contini; Daniel, Jeff; John P. Kotas; gpanagakis@skadden.com; jlembree@comerica.com; Chen, John; LBezner@RSMRichter.com; mperl@skadden.com; pfarkas@rsmrichter.com; Diehl, Robert; McDowell, Ralph; Robert F. Kolb; sseigel@langmichener.ca; Tim R. Zeeb; vambutas@nmlp.com
Cc: CShevnock@dickinson-wright.com; Lack, Bob; Silver, Aaron; bryan_clay@ham.honda.com; ccampbe1@ford.com; dmurray@e-bbk.com; dsaltz@ford.com; joe.desousa@gm.com; jsawyer@cerberusoperations.com; KAndrews@e-bbk.com; krk4@chrysler.com; Ronayne, Kelly (K.W.); LaPlante, Stephen S.; Leslie, John D.; mark.w.fischer@gm.com; ralf.huenerfeld@gm.com; rweiss@honigman.com; sat42@chrysler.com; seh43@chrysler.com; tsherrick@honigman.com; Strong, Bill (W.); dfb@honigman.com; krk4@chrysler.com; amasse@e-bbk.com; mthomas@e-bbk.com; Dave Wolgast
Subject: SKD Accommodation Agreement; Customer Comments
Attachments: DETROIT-#1071393-v2-Canadian_Accommodation_Agreement.DOC; DETROIT-#1071393-vdoc-Canadian_Accommodation_Agreement.DOC

Attached are marked and clean drafts of the Accommodation Agreement reflecting the collective Customer comments to the Company's and Comerica's January 2, 2009 draft. Please note that the attached draft remains subject to further review and comment by the Customers and there may be provisions in the attached which have not been accepted by all Customers.

The Customers as a group or their respective counsel will be available Monday to walk through our comments if you think such would be productive.

(See attached file:
DETROIT-#1071393-v2-Canadian_Accommodation_Agreement.DOC)(See attached
file: DETROIT-#1071393-vdoc-Canadian_Accommodation_Agreement.DOC)

James A. Plemmons, Esq.
Dickinson Wright PLLC
500 Woodward Avenue
Suite 4000
Detroit, Michigan 48226
jplemmons@dickinsonwright.com
Telephone: (313) 223-3106
Fax: (313) 223-3598
Cell: (313) 399-2832

ACCOMMODATION AGREEMENT

This Accommodation Agreement (~~the~~this "Agreement"), by and among SKD, L.P. Company ("Supplier"), ~~the customers of Supplier who are signatories to this Agreement, on behalf of itself and each of its subsidiaries and affiliates~~ Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") and Comerica Bank ("Comerica"), is entered into ~~this on~~ , (the "Effective Date").

RECITALS

A. Pursuant to various commitments, purchase orders, supply agreements and/or releases issued by each Customer and accepted by Supplier (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Supplier is obligated to manufacture, and each Customer is obligated to pay for, each Customer's requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part").

B. Supplier is currently indebted in the aggregate principal amount of \$ million (the "Comerica Indebtedness") pursuant to certain credit facilities provided by Comerica to Supplier and SKD Automotive Group, Limited Partnership (the "Comerica Facilities"). To secure the Comerica Indebtedness, Comerica has been granted security over the real and personal property and assets of Supplier (the "Comerica Security").

C. The Comerica Facilities have matured, but Comerica has agreed to enter into forbearance arrangements with Supplier, provided that arrangements acceptable to Comerica can be entered into between Supplier and the Customers (the "Forbearance Arrangements").

D. As a result of Supplier's financial difficulties, Supplier ~~currently anticipates that it~~ will commence a proceeding (the "CCAA Proceeding") under the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (the "Court"). Supplier has requested that the Customers provide financial and other accommodations to Supplier during the CCAA Proceeding, and the Customers have requested that Comerica and Supplier provide certain assurances and acknowledgements to the Customers regarding, among other things, Supplier's ongoing production of Component Parts for the Customers.

E. The financial advisor to Supplier, Conway MacKenzie, Inc., and RSM Richter Inc., the proposed court-appointed monitor in the CCAA Proceeding (the "Monitor"), are working with Supplier to consider alternatives to restructure Supplier's business, that ~~may~~will include a sales process (the "Restructuring Process").

F. Supplier has requested the Customers to provide certain financial and other accommodations to Supplier during the Restructuring Process. Similarly, due to the concerns and uncertainties surrounding Supplier's financial condition, Comerica and the Customers have requested certain acknowledgements and agreements from Supplier and each other to induce

Comerica and the Customers to provide those accommodations. Upon and subject to the terms of this Agreement: (i) the Customers have agreed to provide certain assurances and acknowledgements to Supplier and Comerica; (ii) Supplier has agreed to provide certain assurances and acknowledgements to the Customers, and (iii) Comerica has agreed to provide certain assurances and acknowledgements to the Customers.

G. Supplier and the Customers are parties to an Access and Security Agreement of even date herewith ("Access Agreement").

H. References in this Agreement to paragraphs or sections, unless otherwise noted are references to paragraphs or sections of this Agreement.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the earlier of (a) February 28, 2009, (b) the closing of the sale of Supplier's business as a going concern to a Qualified Buyer (as defined below), and (c) an Event of Default (~~as defined below~~), ~~(d) Comerica ceases to provide financing to Supplier during the Restructuring Process, (e) Comerica commences any enforcement action with respect to a material portion of Supplier's real or personal property constituting collateral and (e) the issuance of a Resourcing Notice (as defined below).~~ **defined below.**

2. **Customers Accommodations.**

2.1 Resourcing.

(a) Except as provided in this Section 2.1, during the Term of this Agreement the Customers will not resource the production of Component Parts ~~from and after the Effective Date, including the resourcing of any awarded business that is not yet in production.~~ "Resource"; "resource"; and "resourcing" means (i) any activity of a Customer that results in a Component Part produced by Supplier being purchased by a Customer from some other source, ~~or (ii) the engineering and development or manufacture of a Component Part not yet in production, being transferred by Customer from Supplier to a replacement source during the Term.~~ The foregoing limitation, however, does not include or prohibit (i) changes in releases due to normal business fluctuations, (ii) cessation of production due to product or vehicle cancellations (excluding cancellations or modifications to enable resourcing), (iii) a Customer taking action to prepare for resourcing including, without limitation, entering into discussions and negotiations with third parties regarding the production of the Component Parts by

another source, or (iv) a Customer purchasing sample or prototype Component Parts from another source. Supplier will provide reasonable assistance with such preparatory actions, including, upon being provided with advance notice, providing reasonable access to Supplier's facilities during normal business hours to a potential alternative supplier and/or its agents and representatives. Customers shall pay to Supplier in advance, as required by Supplier from time to time, an estimate of Supplier's **reasonable incremental costs, as agreed to by Supplier and Customers,** in relation to the preparation and removal activities of Customers in relation to any resourcing activities, subject to final reconciliation, upon completion of the preparation and removal activities, of all such incremental costs.

(b) In the event that Supplier and Comerica determine that no sale ~~or restructuring~~ of the business of Supplier ~~or plan of arrangement under the CCAA~~ will be successfully concluded, Supplier shall forthwith provide notice to the Customers in writing (the "Resourcing Notice"), ~~after which the Customer may, subject to:~~

(c) Upon Supplier's failure to meet a Sale Process Milestone (defined below) or after receipt of a Resourcing Notice, the Customer may resource one or more Component Parts.

~~(i) the Customer paying in full all then existing accounts owing to Supplier for (a) production of any and all Component Parts, and (b) for any Unpaid Tooling relating to Component Parts, which are not at the time in dispute; and~~

~~(ii) the Customer paying any disputed amounts, including for amounts accrued but not yet invoiced for Component Parts and for Unpaid Tooling relating to Component Parts, to the Monitor to be held in trust and dealt with as provided for in section [13.10] hereof,~~

~~resource any one or more Component Parts. During the Term, the Customer shall not, despite any other provision hereof, be entitled to take possession of any Tooling required by Customer to produce Component Parts until after the Customer is entitled to resource the Component Parts hereunder.~~

2.2 Expedited Payments.

(a) Undisputed Accounts Payable. Each Customer acknowledges that, as of the Effective Date, in accordance with its records, it is indebted to Supplier in the amounts set forth on the attached Schedule A (Chrysler), Schedule B (Ford), and Schedule C (Honda) for Component Parts and for Unpaid Tooling purchased by the Customer for which PPAP has been

completed (collectively, the “Undisputed Accounts Payable”). The Customers each agree (i) to the immediate acceleration of all Undisputed Accounts Payable, and (ii) to pay the Undisputed Accounts Payable to Supplier within ten (10) days after the Effective Date. ~~To the extent that any, provided that with respect to Undisputed Accounts Payable for Unpaid Tooling, the Unpaid Tooling is in the possession and control of Supplier or if in possession of a third party and there are payables owing by Supplier to such third party, Customer may withhold from the Undisputed Accounts Payable payment to be paid to the Supplier and pay to the Monitor, to be held in trust and disbursed in accordance with this Section 2.2(a), an amount equal to the payables owing by Supplier to such third party. Such amounts paid to the Monitor in trust shall be released upon the occurrence of any of the following events as follows: (i) to the Supplier immediately upon the third party acknowledging in writing, after written acknowledgement by that third party to the satisfaction of the respective Customer, acknowledging that it that third party has no interest in such the Unpaid Tooling and that Customer may take possession of such Unpaid Tooling at any time without payment, (ii) as directed pursuant to a written agreement among the Customer, Supplier and Comerica, or (iii) pursuant to an Order of the Court directing (a) the third party to release the Unpaid Tooling to the Customer, and (b) the Monitor to disburse the funds paid into trust.~~ The payment made hereunder will be net of amounts ~~directly~~ owed by Supplier to the Customer for materials and inventory received by Supplier from the Customer as of the Effective Date pursuant to the Customer’s Raw Material Supply Program (as defined below).

(b) Unresolved Payables and Commercial Issues. Schedule A, Schedule B, and Schedule C (collectively, the “Schedules”) contain particulars of any unresolved accounts payable existing as of the Effective Date between Supplier and the Customers (the “Unresolved Accounts Payable”), as well as any unresolved commercial issues between Supplier and the Customers (the “Unresolved Commercial Issues”). Supplier and the applicable Customer agree to work in good faith to resolve and make payment of amounts outstanding in relation to any Unresolved Accounts Payable issues within fifteen (15) days following the Effective date (the “Payables Resolution Period”) and any Unresolved Commercial Issues within thirty (30) days following the Effective date (the “Unresolved Commercial Issues Resolution Period”). ~~At the expiry of the Payables Resolution Period, the full amount of any unpaid Unresolved Accounts Payable will be paid by the applicable Customer to the Monitor to be held in trust and dealt with as provided for in section [13.10] hereof. At the expiry of the Unresolved Commercial Issues Resolution Period any remaining Unresolved Commercial issues shall be determined by the Court at a hearing to be forthwith scheduled after submission of an appropriate Motion by Supplier.~~

(c) Payables Following the Effective Date. Except as otherwise provided ~~for~~ in this Agreement, each Customer shall manage its payables process such that all amounts owing to Supplier from a Customer during the Term for such Customer's purchase of Component Parts and Unpaid Tooling ~~purchased from or delivered by Supplier to any Customer from and following the Effective Date~~, shall be paid no later than ten (10) business days after invoice by Supplier in accordance with the terms of the respective Purchase Order and as to tool purchase orders after PPAP approval. Each Customer will, with the complete cooperation of Supplier, use its best efforts to expedite PPAP completion for any Tooling for which PPAP has not, as of the Effective Date or thereafter, been completed. Each Customer will be entitled to a 1% early pay discount on account of the net amount any payments made in accordance with this Section 2.2(c).

2.3 Obligation to Pay for Customer Tooling and Customer Tooling in Process. With respect to Tooling for which, on the Effective Date, PPAP had not been completed, but which was in the course of being manufactured by Supplier, or for Supplier by a third party with which Supplier contracted (a "Tooling Vendor"), in either case pursuant to a tooling purchase order issued by the Customer to Supplier, the Customer acknowledges and agrees that (i) if Supplier is fabricating the Tooling, Supplier shall be entitled, if the Tooling can be completed during the Term, to complete such tooling on the terms of the existing tooling purchase order from the Customer, and (ii) if a Tooling Vendor is fabricating the Tooling, Supplier agrees that the Customer may reimburse Supplier for payments already made to the Tooling Vendor ~~and for work and expenditures incurred by the Supplier, and upon and provided that such payments having been made~~, cancel the tooling purchase order with Supplier and issue a tooling purchase order directly to the Tooling Vendor. Customer undertakes to proceed expeditiously and in good faith with PPAP completion forthwith after completion of the Tooling by Supplier or delivery of the Tooling to Supplier. If the Tooling can be delivered free and clear of all liens and claims ~~of the Tooling Vendor~~ to the satisfaction of the Customer, acting reasonably, Customer will pay Supplier in full for the Tooling in question (to a maximum of the "not to exceed" amount provided by the Customer to Supplier in the applicable tooling purchase order and provided that Customer receives credit for any payments or deposits given by the Customer to Supplier in respect of such Tooling prior to completion of PPAP), within ten (10) business days after completion of PPAP ~~and~~, delivery of a PSW ("Part Submission Warrant") and delivery of an invoice from Supplier, and after such payment Supplier shall deliver all information and technical data in support thereof, subject to any rights of the Customer to assert a Tooling Setoff (as herein defined) and subject to the Customer's audit rights in respect of the Tooling in question. For certainty, if a Customer ~~shall not be entitled to possession of any Unpaid Tooling unless and until the amounts~~

provided for in this Section 2.3 have been fully paid is entitled to resource under the terms of this Agreement, as to any Unpaid Tooling that has not as of then completed PPAP, the Customer may take possession of that Tooling without making payment (but the Customer will be otherwise obligated to make payment according to this Section 2.3 when PPAP is completed for the Tooling in question).

2.4 Obligation to Pay for Returnable Packaging. With respect to returnable packaging, the Customer agrees (i) for Component Parts programs that have commenced production prior to the Effective Date, on the ~~earlier of (a) ten (10) days following the expiry of the Term, and (b) the~~ date that the Customer begins removing any Inventory purchased pursuant to Section 2.5 of this Agreement, to pay to Supplier the cost for returnable packaging associated with the Component Parts being resourced not previously paid or recovered through the piece price; and (ii) for Component Parts programs not yet in production by Supplier as of the Effective Date, to pay to Supplier the entire amount required to fund Supplier's cost of producing or buying the returnable packaging within ten (10) days after the expiry of the Term. Upon making such payments (i) Customer shall own such returnable packaging free and clear of all liens and claims, and (ii) Customer will permit Supplier to tag or otherwise conspicuously mark the purchased returnable package as property of Customer.

2.5 Obligation to Purchase Inventory.

(a) ~~Upon the expiry of the Term, each~~In the event a Customer resources production of a Component Part (as provided in Section 2.1) such Customer shall purchase from Supplier, free and clear of all liens and claims, all raw materials (including components previously purchased by Supplier) used to manufacture the Component Parts, work in process and finished Component Parts for any Component Part resourced, which at the time of resourcing are both "usable" by such Customer or such Customer's new source of such Component Parts and in a "merchantable" condition (collectively, the "Inventory"), whether currently in the possession of Supplier or in the possession of a third party (a "Bailee") holding same for or on behalf of Supplier.

(b) ~~Upon the expiry of the Term,~~ Supplier shall forthwith provide the applicable Customer and Comerica with a written notice that details the affected Component Parts and the Inventory. If requested by Customer, Supplier will cooperate in conducting a physical inventory of the Inventory as soon as possible following the delivery of such notice. The Customers' obligations to purchase Inventory from Supplier hereunder shall include the purchase of Inventory from Comerica or its agent or any receiver, if such persons have the authority to sell the Inventory and ~~any~~

~~trustee in bankruptcy appointed in relation to Supplier or its general partner~~the Monitor in CCAA Proceeding.

(c) For purposes hereof the term "useable" means all Inventory that is not obsolete, as determined by a Customer in accordance with applicable industry standards for the Inventory at issue, and is reasonably useable by a Customer (or its replacement supplier) in the production of Component Parts in the quantities called for in such Customer's unsatisfied releases and/or firm forecasts to Supplier, ~~but not less than the trailing twelve month average.~~ The term "merchantable" means merchantable in conformance with all applicable Purchase Order specifications for the Component Part at issue. The determination of whether Inventory is "useable" and "merchantable" will be made on the later of (i) the date the Inventory Vesting Order (as defined below) is entered, and (ii) the date that the Inventory is made available for delivery to a Customer and Inventory removed by or delivered to a Customer, or in the case of Inventory in the possession of a Bailee, upon the date that the Order reference in section 2.5(e) of this Agreement is made, shall be deemed to be useable and merchantable.

±

(d) The purchase price of the Inventory will be: (i) for raw materials, ~~100~~90% of Supplier's actual invoiced cost; (ii) for work in process, ~~100~~85% of Supplier's cost, which cost shall be calculated on a percentage of completion basis based on the existing price called for in the Purchase Order related for the Component Part at issue; and (iii) for finished Component Parts, 100% of the existing price called for in the underlying Purchase Order for the Component Part at issue. All prices are F.O.B. Supplier.

(e) The full amount of the purchase price for the Inventory being purchased will be paid by the Customer to the Monitor, to be held in trust for Supplier, prior to any purchased Inventory being delivered to a Customer. Delivery of the purchased Inventory to the Customer, and the release of the purchase price for such Inventory by the Monitor from trust to Supplier, shall each occur without further direction, notice, Order or writing, immediately following the making of an Order (the "Inventory Vesting Order") by the Court directing the release by the Monitor of the full amount of the purchase price to Supplier and vesting title in the Inventory in the Customer free and clear of all liens, security interests and encumbrances, and, if required, directing any Bailee to deliver up possession of any Inventory in its possession to the Customer, which Order shall be sought from the Court as soon as practicable following the commencement of resourcing by the Customer. Following the making of the Order, Supplier agrees to cooperate with Customer in its taking of possession of the Inventory, including by providing Customer with a right

of access to its premises during normal business hours to take possession of and remove such purchased Inventory.

(f) Supplier acknowledges and agrees that upon payment in full by Customer to Supplier for Inventory, Customer shall be the owner of such Inventory and, to the extent that it is being held by Supplier or a Bailee, it is held as bailee-at-will only.

2.6 Limitation of Setoffs. Except for “Raw Material Setoffs”, “Allowed Setoffs”, “Material Setoffs”, “Professional Fee Setoffs” and “Tooling Setoffs” (each as defined below), **and for the benefit of Comerica only.** Customer agrees ~~to waive and~~ not to assert any defenses, rights or claims for setoffs, recoupment or deductions of any nature or kind, including in connection with any prior, existing or future defaults under the Purchase Orders or arising under otherwise applicable law, including claims for special or consequential damages.

The term “Raw Material Setoffs” means setoffs, recoupments or deductions for materials supplied directly by, or on behalf of, a Customer to Supplier pursuant to an existing arrangement between Supplier and that Customer under the Customer’s raw material or material offload program (“Customer Raw Material Supply Program”).

The term “Allowed Setoffs” means setoffs, recoupments or deductions for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Supplier, short shipments, misshipments, premium freight charges (not caused by a Customer), incorrect invoices, mispricing, duplicate payments or billing errors, but excluding any special, incidental or consequential damages.

The term “Material Setoffs” means any payments for raw materials, components or other goods (but not Tooling and not materials that are part of a Customer Raw Material Supply Program) supplied or paid for by a Customer for Supplier's use in manufacturing the Component Parts, for which Supplier and Comerica has received at least two (2) business days’ written notice (a “Direct Payment Notice”) from the Customer prior to the earlier of delivery, payment or purchase of such raw materials, components or other goods. Material Setoffs may be taken only against the Customer’s accounts payable for Component Parts that are invoiced on a date that follows two (2) business days after the date that a Direct Payment Notice is received by Comerica and only if the Customer provides Supplier and Comerica with proof of such payment or purchase. In the case of any direct payment made by a Customer to a vendor as a result of a vendor’s refusal to sell to Supplier, Customer shall not, without Supplier’s and Comerica’s prior written consent, pay to the material vendor a price in excess of the applicable price set forth in the vendor’s agreement with Supplier, unless Supplier cannot ensure ongoing

production of Component Parts without interruption unless the increased price is paid. For clarity, there is no notice requirement for Raw Material Setoffs and there is no requirement that a Raw Material Setoff be taken only against accounts generated after notice or delivery of the raw materials.

The term "Professional Fee Setoffs" means the actual and documented professional fees incurred by the Customers during the Term relating to Supplier not to exceed, in the aggregate, the sum of Cdn\$ _____ per month.

The term "Tooling Setoffs" means any payments to Tooling Vendors and/or a party with a valid and existing lien on the subject Tooling (a "Tooling Lien Claimant") for the purchase price of or costs to modify or repair Tooling, or any portion thereof (i) on account of Tooling which is necessary to protect the production of Component Parts for a Customer's production (existing and future) and as to which the payments are necessary to secure the release of Tooling, or (ii) as to which written notice of the amount paid to the Tooling Vendor or Tooling Lien Claimant has been received by Comerica within five (5) business days of such after each such payment. Tooling Setoffs ~~shall~~can be ~~made only~~asserted against payables for ~~the any~~ Tooling for which the Tooling Setoff is asserted. Notwithstanding the foregoing, the Customer shall not, without the prior written consent of the Monitor, pay to a Tooling Vendor or Tooling Lien Claimant a price in excess of ~~the~~the applicable price set out in an agreement between such Tooling Vendor or Tooling Lien Claimant and Supplier, unless Supplier is unable to timely compel such person to deliver the Tooling to the Customer or Supplier unless such price is paid, after notice from the Customer to the Monitor, Supplier and Comerica that such Tooling is required to ensure the ongoing production of Component Parts for the Customer without a material interruption in the supply of such Component Parts.

Notwithstanding any of the foregoing: (a) Allowed Setoffs, Professional Fee Setoffs, Materials Setoffs and Raw Material Setoffs may not be taken in relation to any amounts to be paid for returnable packaging pursuant to section [2.4] of this Agreement, ~~Inventory purchased pursuant to section [2.5] of this Agreement,~~ Supplier- Owned Tooling purchased pursuant to Section [5.1] of this Agreement, or Designated Equipment purchased pursuant to section [6.1] of this Agreement; (b) in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 45% of the paid amount of any invoice delivered to such Customer following the Effective Date; and (c) each Customer may set off or recoup amounts directly owed by Supplier to the Customer for materials received by Supplier from the Customer pursuant to the Customer's Raw Materials Purchasing Program in the ordinary course of business and without limitation. Any Allowed Setoffs or

Professional Fee Setoffs which are not taken or prohibited by the aggregate 45% cap may be rolled forward and applied to the future invoices, provided, however, the aggregate 45% cap will still apply to any setoff of each future invoice.

Notwithstanding anything to the contrary in this Agreement, the Customers retain all their respective setoff and recoupment rights (x) for defensive purposes in respect to claims asserted or brought by third parties or a successor trustee receiver in any bankruptcy or insolvency proceedings, and (y) as to the Unresolved Commercial Issues.

2.7 Obligation to pay sales taxes. Customer shall pay **(if not already paid)** all applicable federal and provincial sales taxes **or deliver such exemption certificates or elections (and Supplier shall cooperate in the preparation or delivery of any such materials)** in relation to each of the transactions contemplated under this Agreement.

2.8 Waiver of Price-downs. The Customers acknowledge and confirm that during the Term, and in relation to Inventory Purchase under Section 2.5 of this Agreement, the prices to be paid for the Component Parts are not subject to any price-downs not already in effect as at December 15, 2008.

2.9 Customer Funding. **[TBD]**

[NTD: CMD to assist in re-drafting this paragraph. The goal is to ensure that SKD will at all times have available sufficient funds by way of cash on hand to fund its operating needs. The goal is to have a structure like the following:

- ~~• Three weeks of operating expenses paid by OEMs to trust held by Monitor so that no exposure exists for Company for post-filing operating liabilities.~~
- Agreed budget to be put in place.
- To the extent that Company is forecasted to be in over-advance as per forecast over a period to be determined and calculated per existing formula, OEMs fund to Comerica the full over-advance amount.
- Comerica then funds Company under existing formula/facility/banking system.
- Funding to be allocated among OEMs on basis agreed by OEMs.
- Weekly variance reporting.

- **To address director exposure issues, Comerica enters into reimbursement agreement, with amounts to be repaid by Comerica to Company if sufficient assets/proceeds are not available to satisfy obligations under D&O and admin charges.]**

Language from original draft:

Customers agree during the Term to provide the funding required to fund the Supplier's monthly net operating losses (being net revenue minus expenses, which expenses do not include depreciation) (the "Customer Funding"). The Customer Funding will be allocated to each Customer based on its pro-rata share percentage of estimated sales revenues during the Term relative to the sales revenues of Supplier's other Customers during the Term. Schedule ◆ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ◆, but shall be funded in advance based on the anticipated funding requirements for the calendar month (the "Estimated Monthly Amount"), with the first Estimated Monthly Amount being paid on the Effective Date (for the period to and including January 31, 2009) and the remaining Estimated Monthly Amounts thereafter being paid on or before the 20th day of the month, from and including February 20, 2009 to and including May 20, 2009 (for the period to and including June 30, 2009). Payment of the Customer Funding shall be in addition to any amounts to be paid in relation to the building of an Inventory Parts Bank (as defined below) and any other amounts payable pursuant to this Agreement.

Language from Customers' draft:

The Customers agree during the Term to provide the funding required to fund the lesser of (i) Supplier's net cash losses (being net revenue minus necessary cash expenses, which expenses do not include depreciation and other non-cash expenses, or interest costs on related part obligations and other non-essential expenses) pursuant to the Budget or (ii) the actual overformula funding requirements (the "Customer Operations Funding"), through the purchase of subordinated participations in Comerica's working capital financing. Schedule ◆ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ◆. Upon the Effective Date, the Customers shall make their initial purchase in Comerica's working capital financing in the aggregate amount of \$_____. Additional purchases in a subordinated participation from Comerica will be made weekly by each of the Customers based on the anticipated funding requirements for the following week. Payment of the Customer Funding shall be in addition to any Parts Bank Costs (as defined below), vendor hostage payments and launch costs which shall be borne by each Customer, and any other amounts payable pursuant to this Agreement.

3. Supplier's Obligations.

3.1 Cash Management. Supplier agrees to use its best efforts to minimize expenses through cash management and conduct its operations in accordance with the Budget. Supplier shall provide the Customers actual to budget data on a weekly basis.

3.2 ~~3.1~~ Continue to Manufacture. Provided that Supplier has sufficient funding, and Customers are otherwise complying with their obligations in all material ~~respect~~respects under this Agreement, during the Term Supplier will continue to manufacture and deliver Component Parts from and after the Effective Date in accordance with Purchase Orders outstanding as of the Effective Date, Purchase Orders issued after the Effective Date and any new awards entered into during the Term. The terms and conditions of the Purchase Orders shall remain in full force and effect; provided, however, in the event of any inconsistency between the terms of this Agreement and the terms of the Purchase Orders, the terms of this Agreement will control.

3.3 ~~3.2~~ Inventory Bank. At a Customer's request, ~~and subject to available funding, labour and capacity and the terms of this Agreement,~~ during the Term Supplier will use commercially reasonable efforts to create an inventory parts bank of Component Parts currently in production (the "Inventory Parts Bank"), subject to the limitations set forth below. At Customer's cost, Supplier will ship the Inventory Parts Bank to the Customer's designated location as it is produced and Customer will pay for same at the prices provided for in the applicable Purchase Order, on the payment terms set forth in Section [2.2(c)]. Such requirement of Supplier to create an Inventory Parts Bank will be subject to the following: (i) sufficient funding; (ii) capacity, including labour capacity, and time limitations (e.g., machine capacity, manpower limitations and dunnage and material availability, including equitable allocation of resources with respect to requests from Customer); (iii) availability of raw materials, and (iv) the Customer otherwise being in compliance with this Agreement. From and after the date that Customer requests an Inventory Parts Bank, Supplier will promptly notify Customer of any issues that would prevent Supplier's ability to manufacture and deliver the Inventory Parts Bank. Customer shall pay ~~to Supplier in advance, as required by Supplier from time to time, an estimate of Supplier's incremental expenses and obligations outside of the normal course~~for all documented incremental costs associated with producing the Inventory Parts Bank, ~~including without limitation, plant operating costs, labour costs and such as~~ overtime premiums, ~~including, without limitation, associated remittances and vacation pay, shipping, packaging, and additional Tooling, and the purchase price of components and materials, subject to a final reconciliation, upon completion of the production of the Inventory Parts Bank, of all such incremental costs.~~

~~Each Customer agrees that it shall have no rights of offset, recoupment or deduction whatsoever in relation to any Parts Bank Costs.~~

- 3.4 ~~3.3~~ Access to Books and Records. Supplier agrees that each Customer and its respective designee(s), agent(s) and representative(s) will have access to Supplier's books, records, management and operations during regular business hours, upon reasonable request and prior notice, for the sole purposes of (a) inspecting and, if permitted by Section 2.1, resourcing all Tooling involved with production of the Component Parts, (b) monitoring production of the Component Parts, (c) meeting with Supplier's representatives, and (d) monitoring Supplier's compliance with the terms of this Agreement, the Purchase Orders and the Access Agreement (referenced below). Supplier further agrees to provide each Customer with its ~~cashflow~~cash flow projections as filed with the Court from time to time. Notwithstanding the foregoing, Supplier shall not be required to provide access to any books, records or other information that is subject to privacy legislation or confidentiality obligations.
- 3.5 ~~3.4~~ Resourcing. In the event that the Customer resources under Section 2.1, and provided that Customer is otherwise in compliance with this Agreement, Supplier will use its commercially reasonable efforts to cooperate with the Customer in resourcing production of the Component Parts, including, without limitation, by providing the Customer and its respective agents, representatives, designees, consultants, officers and employees, with reasonable access to Supplier's then remaining officers and employees, and to any of Supplier's books and records (including tool prints, tool drawings and other documents) ~~in its possession or control necessary for the Customer to resource production of its Component Parts, provided, however, that Supplier is under no obligation to deliver to the Customer possession or copies of any tool prints, tool line-ups or tool processing sheets, tool or other drawings or any other engineering, design and technology information, PPAP packages, test reports, books or other PPAP documents, packaging instructions or like information to the extent that the Customer has not paid Supplier (or in the case of disputed amounts, paid to the Monitor) any amounts to be paid under this Agreement relating to any Tooling relating to such~~in its possession or control, necessary for the Customer to resource production of its Component Parts.
- 3.6 ~~3.5~~ Access Agreement. Simultaneously with the execution of this Agreement, Supplier will execute the Access Agreement attached as Exhibit ◆ to this Agreement.
- 3.7 ~~3.6~~ Agreement Approval. ~~Following~~ Contemporaneous with commencement of the CCAA Proceeding, Supplier shall ~~file a motion in the CCAA Proceeding, as soon as practicable, to approve~~seek the

approval of this Agreement, the Access Agreement and the Customer funding contemplated under this Agreement in the CCAA Proceeding.

3.8 ~~3.7~~ License. Notwithstanding anything in this Agreement to the contrary, and effective upon all payments being made by a Customer to Supplier in accordance with this Agreement, in the event of ~~an~~ a Customer's resourcing under this Agreement, Supplier will grant to such Customer and its assignee(s) or designee(s) an (a) irrevocable, fully paid, worldwide non-exclusive license to the Intellectual Property (defined below) owned by Supplier related to the production of resourced Component Parts, and (b) an irrevocable sublicense to the Intellectual Property licensed to Supplier (to the extent that Supplier has the right to grant sublicenses therein) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the resourced Component Parts for a Customer. The non-exclusive license granted in (a) and (b) of the immediately preceding sentence shall extend to a Customer's existing Purchase Orders (including in the production of new vehicles by a Customer), and service obligations for used Customer vehicles. Any license granted pursuant to this Section shall also apply to any new model year changes, refreshes or follow-on platforms and programs incorporating the Intellectual Property. This Section is not intended to limit or otherwise restrict any rights granted to a Customer in the Purchase Orders or any other agreement, but is intended to expand those rights.

The term "Intellectual Property" means (a) all currently existing registered and applied-for intellectual property owned by Supplier (including, but not limited to, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (b) all agreements for intellectual property licensed to Supplier and (c) any other intellectual property used to produce Component Parts (whether or not the intellectual property is identified, including, but not limited to, unregistered copyrights, inventions, discoveries, trade secrets and designs, regardless of whether such items are registerable or patentable in the future, and all related documents and software), that are used in or to produce any Component Parts that Supplier directly or indirectly sells to an Customer.

3.9 ~~3.8~~ Other Customer Accommodations. Supplier will use commercially reasonable efforts to obtain the agreements ~~from of each of~~ Supplier's other customers who require continuing production from Supplier during the Term, ~~and whose business represents five (5) percent or more of Supplier's sales revenues~~, to provide substantially similar to the accommodations provided by the Customers in Section 2.1 to 2.9 of this Agreement. Instead of providing funding through the purchase of subordinated participation as provided by the Customers in Section 2.0,

other customers will provide their funding in the form of surcharges or piece price increases with a similar net economic affect as that being provided by the Customers. From and after the Effective Date, Supplier will not enter into an agreement (or modify or amend an existing agreement) with any other customer on terms that are more favorable to such other customer in any material respect than the terms and conditions described herein without the consent of the Customers.

3.10 ~~3.9~~ Sale Milestones. Supplier shall undertake a sale process (the “Sale Process”) to attempt to effectuate a going concern sale of its business ~~as a going concern~~ to a Qualified Buyer (as defined below). Supplier agrees to conduct the Sale Process in accordance with the following milestones (each, a “Sale Process Milestone”, or collectively, the “Sale Process Milestones”):

(a) Court Approval of the Sale Process. Obtain Court approval of the Sale Process within ten (10) days of commencement of the CCAA Proceeding;

(b) Purchase Agreement. Obtain, by no later than five (5) weeks ~~from~~after the initial order under the CCAA Proceeding, one or more Purchase Agreements to sell Supplier’s assets to a Qualified Buyer (as defined below);

(c) Court Approval of the Purchase Agreement. Obtain, by no later than six (6) weeks after the initial order under the CCAA Proceeding approval of the Purchase Agreement to sell Supplier’s assets to a Qualified Buyer (as defined below); and

(~~b~~d) Close; Implementation. By no later than February 28, 2009, close the sale of Supplier's assets to a Qualified Buyer.

For purposes of this Agreement, a “Qualified Buyer” means a buyer who is acceptable to Supplier and Comerica and who demonstrates to the reasonable satisfaction of the Customers wishing to continue production with such buyer that it: (a) possesses the financial capabilities, business plan and management structure to effect the acquisition of and operation of the facilities, in the opinion of the applicable Customer; (b) fits the applicable Customer’s strategic purchasing plan; and (c) unless otherwise agreed to by the applicable Customer, would agree to assume all of the original Purchase Orders, without any modification that may have been provided to Supplier pursuant to this Agreement or other modification unless otherwise agreed to by the applicable Customer. Subject to the execution of confidentiality agreements in form and substance mutually agreeable to Supplier, Comerica and the Customers, Supplier will provide the Customers with regular updates on the status of the Sale Process and will provide to the Customers copies of all offering memoranda and

executed copies of asset purchase agreements received from prospective buyers.

3.11 ~~3.10~~ Appraisal. Within 15 days following the commencement of the CCAA Proceeding, Supplier shall engage [**◆**] ~~(the "Appraiser")~~, being an appraiser acceptable to Supplier, Comerica and the Customers, to conduct a valuation, on an orderly liquidation basis, of Supplier's machinery and equipment. ~~Customers shall bear (and fund in advance) the cost of such appraisal.~~

4. **Comerica Accommodations.**

4.1 Financing. During the Term, Comerica will ~~forbear(a) not institute borrowing base reserves inconsistent with its loan documents and prior practices, or (b) modify the definition of eligible inventory or accounts receivable. During the Term, Comerica will forbear from commencing any enforcement action with respect to Supplier's real or personal property~~ and provide funding to Supplier in accordance with the terms of the Forbearance Arrangements. ~~Further, if a voluntary or involuntary bankruptcy petition is filed by or against Supplier or which will include in-formula working capital financing. Comerica will increase its advance rates under its working capital facility with Supplier to (a) 75% on eligible Customer-related inventory (all Inventory subject to Section 2.5 of this Agreement is deemed eligible), (b) 75% on any other eligible inventory that other customers agree to buy back on terms reasonably acceptable to Comerica, (c) 90% on eligible accounts receivable generated during the Term under the Purchase Orders, and (d) 90% on eligible accounts receivable generated during the Term under purchase orders from other customers who agree to limit set offs on terms reasonably acceptable to Comerica. In addition, Comerica shall provide an out-of-formula working capital facility based upon projected cash requirements, participated in by the Customers. Comerica shall have no funding responsibility for the out-of-formula loans until the participating Customers advance funds to Comerica and Comerica's responsibility then shall be limited to the amount advanced to Comerica by the Customers. The out-of-formula loans will be subordinate in terms of repayment to the in-formula loans. Further, when~~ the CCAA Proceeding is commenced during the Term, subject to entry of financing orders, in form and substance acceptable to Comerica, Comerica will provide post-petition financing on terms reasonably equivalent to those set forth in the Forbearance Arrangements.

4.2 Access Agreement Consent. Comerica consents to the Access Agreement granted in Section 3.5 and attached as Exhibit ◆ to this Agreement and agree to memorialize such consent by signing and delivering Schedule ◆ to the Access Agreement.

4.3 Tooling Acknowledgement and Option Consent. Comerica consents to the Tooling Acknowledgement and Option and terms thereof set forth in Sections [5 and 6] of this Agreement.

5. Tooling Acknowledgment.

5.1 ~~Supplier acknowledges and agrees that exclusive of Supplier Owned Tooling and Unpaid Tooling (both defined below),~~For purposes of this Agreement, the term "Tooling" means all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, cavities, molds and documentation regarding same, including engineering specifications, PPAP books, drawings and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto (~~collectively, "Tooling"~~)that are necessary for the manufacture of Component Parts for a Customer, is "Tooling" whether now or in the future. Tooling consists of three subcategories: "Customer Tooling"; "Unpaid Tooling"; and "Supplier Owned Tooling". The term "Customer Tooling" means all Tooling that is not Unpaid Tooling or Supplier Owned Tooling (each as defined below),~~and is (i) owned by the Customer (meaning has been paid for by a Customer or has been delivered by a Customer to Supplier), and (ii),~~ Customer Tooling is held by Supplier as a bailee-at-will and, to the extent held by a third party, is held by such third party as a bailee-at-will.

The term "Unpaid Tooling" means Tooling manufactured for a Customer for which such Customer (or its sub-supplier) has not made full payment under the applicable Purchase Order or agreement with Supplier. ~~The term "Supplier Owned Tooling" means Tooling which is used to make Component Parts for a Customer but is not the subject of a Purchase Order or agreement with Supplier.~~ Upon payment by a Customer of the applicable tooling purchase order price for any item of Unpaid Tooling, such item will thereafter be included in the definition of Customer Tooling. Subject to the provisions of Sections [2.3 and 5.4] of this Agreement, nothing in this Agreement modifies the Customer's payment obligations to Supplier on account of Unpaid Tooling. The term "Supplier Owned Tooling" means Tooling which is used to make Component Parts for a Customer but is not the subject of a purchase order or agreement with Supplier.

5.2 Attached as Schedule **◆** is a list of ~~Customer Tooling.~~ ~~Attached as Schedule **◆** is a list of~~ Unpaid Tooling that has been completed and for which PPAP has been completed or is in process. Schedule **◆** sets forth, for each items of Unpaid Tooling, the amount Supplier believes is owed, the amounts, if any, Supplier has been paid as of the Effective Date by Customer on account thereof, and the status of the PPAP in relation to such Unpaid Tooling. Attached as Schedule **◆** is a list of all Supplier Owned Tooling.

~~The Customer~~**Any Tooling not contained on the above tooling schedules (the "Tooling Schedules") shall be deemed Customer Tooling. The Customers** and Comerica shall have fifteen (15) days after the Effective Date] to supplement or object to any items contained on the ~~above tooling schedules (the "Tooling Schedules")~~. A party failing to supplement or object during this period shall be deemed to accept and consent to each of the Tooling Schedules.~~To the extent that any item of Tooling is not included on any of the Tooling Schedules, Supplier, Customer and Comerica shall forthwith work to classify such item as either Customer Tooling, Unpaid Tooling or Supplier-Owned Tooling, and upon such agreement, the applicable Tooling Schedule shall be automatically amended to include such item.~~

- 5.3 Neither Supplier, nor any other person or entity other than the applicable Customer (or its affiliates) will have any right, title or interest in Customer Tooling other than Supplier's ~~rights~~**ability** to utilize the Customer Tooling in the manufacture of the Customer's Component Parts. Supplier acknowledges that upon ~~expiry of the Term, at the right of a Customer to resource under Section 2.1 above,~~ Customer, or its designee(s), will have the right to forthwith enter the premises of Supplier and take possession of any and all Customer Tooling and Supplier, and Comerica (if it has control of Supplier's premises), agrees to cooperate with such Customer in such Customer's taking possession of Customer Tooling and provide the applicable Customer or its designee(s) with such access to Supplier's premises; provided, however, the Customers will not interfere with Supplier's ongoing operations when removing the Customer Tooling, will use skilled workers or third parties, having adequate insurance coverage, in the removal of the Customer Tooling, will take reasonable and prudent care not to damage any machinery or equipment of Supplier or another customer in the process of such removal ~~and will reimburse, indemnify and hold harmless the Supplier for all costs and expenses of Supplier relating to the removal of Customer Tooling in an amount agreed with Supplier and Comerica and paid to Supplier in advance of such removal.~~ Supplier also agrees to provide reasonable access to the Customers, or their nominee(s), during normal business hours, to affix any plate, stamp, tag, marking or other evidence of the Customers' ownership upon each item of Customer Tooling.
- 5.4 Supplier acknowledges that, upon ~~expiry of the Term~~**the right of a Customer to resource under Section 2.1 above,** upon payment by Customer to Supplier of the **amount payable under the** applicable **tooling** purchase order ~~price~~ for any item of Unpaid Tooling, or, in respect of any incomplete Unpaid Tooling, by deducting from the tooling purchase order price the cost of completion, including any costs incurred by the Customer relating to the completion of PPAP incurred outside of the normal course of business (as such costs are determined by the Customer and Supplier, acting reasonably, and, in the absence of such

agreed determination, by the Court in the CCAA Proceeding), less any amount previously paid by Customer to Supplier on account thereof, such item shall thereafter be included in the definition of Customer Tooling under this Agreement and treated as such. Comerica agrees not to challenge Customer's ownership or rights to Customer Tooling, subject to the rights to challenge any of the lists described in [Section 5.2] of this Agreement.

5.5 In the event of a dispute between Supplier and a Customer over whether any Tooling is Customer Tooling, Unpaid Tooling or Supplier Owned Tooling arises, the matter shall be ~~jointly~~-submitted to the **Monitor Court in the CCAA Proceeding** for expedited resolution ~~by the Monitor~~. The Customer will have the right to take possession of the Tooling subject to the dispute (the "Disputed Tooling"), ~~pending resolution by the Monitor of the dispute, provided that: (i) the removal of the Disputed Tooling from Supplier's equipment shall be subject to the same terms as apply to Customer Tooling; and (ii) provided that~~ the full amount claimed due by Supplier for the Disputed Tooling, determined in accordance with this Section 5, in the case of Tooling that Supplier asserts is Unpaid Tooling, and determined in accordance with Section 6 of this Agreement, in the case of Tooling that the Supplier asserts is Supplier Owned Tooling, is paid to the Monitor, to be held in trust for Supplier (or Customer, if the dispute is resolved in Customer's favour), prior to Customer taking possession of any Disputed Tooling. Pending resolution of the dispute ~~by the Monitor~~, the Disputed Tooling will remain subject to any liens and security interests of Supplier and Comerica, notwithstanding Supplier's relinquishment of possession, which shall not be deemed or construed to be a release of such rights. Any disputes in relation to funds held in trust shall be dealt with in accordance with Section [13.10] of this Agreement.

6. Purchase of Supplier- Owned Tooling and Designated Equipment.

6.1 Supplier Owned Tooling. Each Customer (or affiliate of a Customer) reserves the right and is granted an **irrevocable, exclusive** option, ~~on expiry of the Term upon the right of a Customer to resource under Section 2.1 above~~, to purchase any or all Supplier Owned Tooling used in the production of its Component Parts. The purchase price of Supplier Owned Tooling shall be the Supplier's cost **for allocated on the lesser of (a) the remaining useful life of the Supplier Owned Tooling in question (perishable tooling may not exceed one (1) year), or (b) the remaining production life of the vehicle program**. Upon a Customer's purchase of and payment for an item of Supplier Owned Tooling, such item will thereafter be Customer Tooling. Comerica does not object to and will not oppose the exercise of such option, and upon payment of the purchase price required under this Section, will release any lien it has in the purchased Supplier Owned Tooling. Supplier acknowledges that the foregoing price to be paid for the applicable Supplier Owned Tooling

constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. The option will expire twenty-one (21) days after the expiration of the Term unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Supplier Owned Tooling will be delivered by Supplier to the Customer.

- 6.2 Designated Equipment. Supplier grants to the Customer or its assignee(s) or designee(s) (the "Purchaser") an irrevocable, ~~non~~-exclusive option, ~~on expiry of the Term upon the right of a Customer to resource under Section 2.1 above,~~ to purchase any of the machinery and equipment owned by Supplier and used exclusively to produce Component Parts for that Customer or machinery and equipment not used exclusively to produce Component Parts for an individual Customer but for which each Customer who relies on that machinery and equipment consents (the "Designated Equipment"), ~~for an amount [which is agreed to by Supplier, Comerica and the Customer]. [NTD: Comerica has indicated that. The purchase price of the Designated Equipment shall be~~ orderly liquidation value ~~may not be appropriate. In the alternative, is it possible to list the Designated Equipment and agree on the appropriate prices?] as determined by the Appraiser.~~ Comerica does not object to, and will not oppose the exercise of such option, and, upon payment of the purchase price required under this Section, will release any lien it has in the purchased Designated Equipment. Supplier acknowledges that the foregoing price to be paid for the applicable Designated Equipment constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. This option will expire 21 days thereafter unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Designated Equipment will be delivered by Supplier to the Customer.
- 6.3 Upon exercise of the foregoing options and payment of the applicable price ~~and payment of all other amounts due and payable by the Customer under this Agreement (or in the case that the Customer is disputing any amount claimed, upon full payment of such disputed amount having been made to the Monitor, to be held in trust)~~, the Purchaser shall, subject to the provisions of this [Section 6.3], be entitled to take possession of the purchased Supplier- Owned Tooling and Designated Equipment. The obligations of the Purchaser to complete the purchase of any Supplier Owned Tooling or Designated Equipment, and the obligations of Supplier to convey, shall be subject to the aforesaid payments having been fully made, without setoff, recoupment or

deduction, and an Order being obtained from the Court vesting title in and to the Supplier- Owned Tooling and/or Designated Equipment in the Purchaser free and clear of all liens and security interests. Purchaser shall be entitled following the making of such Order, without further payment of any kind to own, operate, use and enjoy, sell, assign, transfer and/or convey the same. Supplier hereby agrees to cooperate with the Purchaser in its taking possession and control of such Supplier- Owned Tooling and Designated Equipment upon completion of the purchase transaction. If requested by Purchaser, upon exercise of the option and payment of the applicable price ~~and all other amounts then due and payable by the Customer under this Agreement (subject to any dispute of such amount as aforesaid)~~, a Bill of Sale by Supplier in respect of such Supplier Owned Tooling and Designated Equipment will be delivered to the Purchaser.

7. **Events of Default.**

7.1 The occurrence of any one or more of the following at any time during the Term will be “Events of Default”, or individually, an “Event of Default”, hereunder unless a waiver or deferral thereof is agreed to in writing, in each instance, by the applicable Customer or Customers, and Comerica:

- (a) ~~Exclusive of breaches by Supplier, as a~~ **that are the** result of ~~its own actions, a breach of this Agreement by the applicable Customer, Supplier~~ materially breaches its obligations to a Customer under this Agreement, the consequences of which breach is a substantial likelihood that such Customer’s production will be interrupted, ~~and Supplier does not cure such breach within seven (7) business days after it receives notice from the Customer;~~
- (b) Supplier repudiates or materially breaches its obligations under the Purchase Orders to a Customer, other than arising from a material breach by a Customer under this Agreement or the Purchase Orders or a material breach by a directed-buy supplier to Supplier, the consequence of which is a substantial likelihood that such Customer’s production will be interrupted;
- ~~(e) — a Sales Process Milestone is missed;~~
- ~~(c)~~ **(d)** the terms of this Agreement are modified or superseded by an Order made by the Court in the CCAA Proceeding ~~(other than the initial order made in the CCAA Proceeding)~~ or by any plan of arrangement filed by Supplier **or any other Canadian insolvency proceeding;** or

(d) ~~(e)~~—the Customers are requested by Supplier or required to contribute any additional accommodations other than those set forth in this Agreement.

8. **Customer Defaults.** In the event that a Customer fails to perform its obligations to Supplier under this Agreement including, without limitation, its failure to make any payments contemplated hereunder as and when due, and such failure is not cured within ~~two~~**five (25)** business days after written notice to the respective Customer, Supplier shall have no continuing obligations to such Customer hereunder. **For clarity, during the five (5) business day cure period set forth in the foregoing sentence, Supplier shall not be relieved from any of its obligations set forth in this Agreement and must continue to manufacture and deliver Component Parts to the Customer.**
9. **Disputes.** Except as otherwise provided for herein, any disputes as to the payment of amounts claimed due under this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled within thirty (30) days of the date payment is otherwise due under this Agreement. Except as otherwise provided herein, any other disputes relating to this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled on an expedited basis.
10. **Reservation of Rights.** Except to the extent expressly provided in this Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, any other agreements between the parties or otherwise applicable law, and the parties expressly reserve all such claims, rights and remedies they have under this Agreement, any Purchase Orders, any other agreements between the parties and/or otherwise applicable law.
11. **Confidentiality.** Supplier, each Customer and Comerica agree that they will not disseminate, disclose or communicate, either directly or indirectly, any of the information contained in this Agreement to any outside party other than its respective employees, professional advisors and shareholders and its other secured creditors, provided that such outside party is provided with knowledge of and is subject to this same confidentiality provision. Supplier and each Customer will, in good faith, take all steps necessary to ensure that the contents of this Agreement are kept secret and confidential. Notwithstanding the forgoing, Supplier shall be permitted to disclose this Agreement to the Monitor appointed in the CCAA Case and to file a copy of this Agreement in any materials relating to the CCAA Proceeding.
12. **Notice.** Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly given if mailed, delivered by hand or sent by facsimile or e-mail delivery to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on

the day on which it was so delivered or sent, and if mailed, will be deemed to be given three (3) days following the date of mailing. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Supplier: _____

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to: Lang Michener LLP
Brookfield Place, 181
Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Sheryl E. Seigel
Facsimile: (416) 365-1719
Email: sseigel@langmichener.ca

If to Comerica: _____

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to: Bodman LLP _____
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
Attention: Ralph E. McDowell _____
Facsimile: 313-393-7579 _____
E-mail: rmcowell@bodmanllp.com

If to Chrysler: Chrysler LLC
800 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326
Attention: Sigmund Huber
Director, Supplier Relations
Facsimile: (248) 512-1771
Email: seh43@chrysler.com

With a copy to: Chrysler LLC
CIMS 485-14-78
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766
Attention: Kim R. Kolb
Senior Staff Counsel
Facsimile: (248) 512-1771
Email: krk4@chrysler.com

And: Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226
Attention: James A. Plemmons
Facsimile: (313) 223-3598
Email: jplemmons@dickinsonwright.com

And: **Borden Ladner Gervais LLP**
Scotia Plaza
40 King Street West
Toronto, Ontario, Canada
M5H 3Y4
Attention: Craig J. Hill
Facsimile: (416) 361-7301
Email: chill@blgcanada.com

If to Ford: Ford Motor Company
Building 3
20100 Rotunda Drive
Number 3A041
Dearborn, Michigan 48124
Attention: Bill Strong
Facsimile: (313) 206-7044

Email: wstrong@ford.com

With a copy to: Ford Motor Company
One America Road
World Headquarters
Suite 416
Dearborn, Michigan 48126
Attention: Daniella Saltz
Facsimile: (313) 322-3804
Email: dsaltz@ford.com

~~With a copy to: Ford Motor Company~~
~~Building 3~~
~~20100 Rotunda Drive~~
~~Number 3A041~~
~~Dearborn, Michigan 48124~~
~~Attention: Bill Strong~~
~~Facsimile: (313) 206-7044~~
~~Email: wstrong@ford.com~~

And: Miller Canfield Paddock and Stone, PLC
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Attention: Stephen S. LaPlante
Facsimile: (313) 496-8478
Email: laplante@mcps.com

If to Honda: Honda of America Mfg., Inc.
North American Purchasing Office

21001-A State Route 739
Raymond, Ohio 43067
Attention: Bryan Clay
Facsimile: (937) 645-7401
Email: Bryan_Clay@ham.honda.com

With a copy to: Joseph F. LaFleur, Esq.

Attention: _____
Facsimile: _____
Honda of America Mfg., Inc.
24000 Honda Parkway
Marysville, Ohio 43040-9251
Facsimile: (937) 644-6583
Email: Joe LaFleur@ham.honda.com

And Robert A. Bell, Jr.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43216-1008
Facsimile: (614) 719-5169
E-mail: rabell@vorys.com

13. General Terms.

- 13.1 This Agreement together with the other documents executed in connection herewith, including the Access Agreement and the Purchase Orders, constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. In the event of any inconsistency between the terms of any purchase orders and this Agreement, the terms of this Agreement shall govern.
- 13.2 The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.
- 13.3 Supplier and the Customers may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties including any purchasers of Supplier's assets including, without limitation, other customers of Supplier (other than affiliates of a Customer).
- 13.4 No delay or failure of any party to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.

- 13.5 Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
- 13.6 Supplier and the Customers agree that they will not enter into any other arrangements or agreements that would in any way materially impair their respective rights under this Agreement.
- 13.7 Nothing in this Agreement will be interpreted to constitute Supplier, Comerica or any Customer as agent for any other party to this Agreement for any purpose.
- 13.8 Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Comerica loan documents or Comerica Security, which terms and conditions will otherwise remain in full force and effect.
- 13.9 This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or electronic transmission in "pdf" format, and that facsimile signatures or signature provided in pdf format will be treated as originals for all purposes.
- 13.10 Customer shall pay any amounts in dispute under sections [2.1(b), 2.2(b), 5.5, 5.6 and 6.1] of this Agreement to the Monitor and the Monitor shall hold such amounts in trust for the Supplier or Customer, as each or either is ultimately determined to be entitled thereto, to be released only (i) with the written consent of the Customer, Supplier and Comerica, or (ii) pursuant to an Order of the Court. The Customer, Supplier and Comerica agree to resolve any such disputed matters expeditiously. If any dispute is not forthwith resolved, any of Supplier, a Customer, Comerica and the Monitor, may seek resolution as set forth in Section 9 of this Agreement.
- 13.11 This Agreement is made in Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.

14. **REPRESENTATIONS.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE EXECUTING THIS AGREEMENT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

15. JURY TRIAL WAIVER. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH ~~HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT DURESS, INTIMIDATION, OR COERCION,~~ WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

[signatures on next page]

[signature page to Accommodation Agreement]

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**

By: _____
I have authority to bind the NMC Canada,
Inc.

print name

By: _____
I have authority to bind the 2515080 Nova
Scotia Company

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

COMERICA BANK

By: _____
I have authority to bind the Corporation

print name

ACCOMMODATION AGREEMENT

This Accommodation Agreement (this "Agreement"), by and among SKD, L.P. Company ("Supplier"), Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") and Comerica Bank ("Comerica"), is entered into on ◆ __, ◆ (the "Effective Date").

RECITALS

A. Pursuant to various commitments, purchase orders, supply agreements and/or releases issued by each Customer and accepted by Supplier (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Supplier is obligated to manufacture, and each Customer is obligated to pay for, each Customer's requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part").

B. Supplier is currently indebted in the aggregate principal amount of \$◆ million (the "Comerica Indebtedness") pursuant to certain credit facilities provided by Comerica to Supplier and SKD Automotive Group, Limited Partnership (the "Comerica Facilities"). To secure the Comerica Indebtedness, Comerica has been granted security over the real and personal property and assets of Supplier (the "Comerica Security").

C. The Comerica Facilities have matured, but Comerica has agreed to enter into forbearance arrangements with Supplier, provided that arrangements acceptable to Comerica can be entered into between Supplier and the Customers (the "Forbearance Arrangements").

D. As a result of Supplier's financial difficulties, Supplier will commence a proceeding (the "CCAA Proceeding") under the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (the "Court"). Supplier has requested that the Customers provide financial and other accommodations to Supplier during the CCAA Proceeding, and the Customers have requested that Comerica and Supplier provide certain assurances and acknowledgements to the Customers regarding, among other things, Supplier's ongoing production of Component Parts for the Customers.

E. The financial advisor to Supplier, Conway MacKenzie, Inc., and RSM Richter Inc., the proposed court-appointed monitor in the CCAA Proceeding (the "Monitor"), are working with Supplier to consider alternatives to restructure Supplier's business, that will include a sales process (the "Restructuring Process").

F. Supplier has requested the Customers to provide certain financial and other accommodations to Supplier during the Restructuring Process. Similarly, due to the concerns and uncertainties surrounding Supplier's financial condition, Comerica and the Customers have requested certain acknowledgements and agreements from Supplier and each other to induce Comerica and the Customers to provide those accommodations. Upon and subject to the terms of this Agreement: (i) the Customers have agreed to provide certain assurances and

acknowledgements to Supplier and Comerica; (ii) Supplier has agreed to provide certain assurances and acknowledgements to the Customers, and (iii) Comerica has agreed to provide certain assurances and acknowledgements to the Customers.

G. Supplier and the Customers are parties to an Access and Security Agreement of even date herewith ("Access Agreement").

H. References in this Agreement to paragraphs or sections, unless otherwise noted are references to paragraphs or sections of this Agreement.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the earlier of (a) February 28, 2009, (b) the closing of the sale of Supplier's business as a going concern to a Qualified Buyer (as defined below), and (c) an Event of Default (defined below).

2. **Customers Accommodations.**

2.1 Resourcing.

(a) Except as provided in this Section 2.1, during the Term of this Agreement the Customers will not resource the production of Component Parts. "Resource" and "resourcing" means any activity of a Customer that results in a Component Part produced by Supplier being purchased by a Customer from some other source during the Term. The foregoing limitation, however, does not include or prohibit (i) changes in releases due to normal business fluctuations, (ii) cessation of production due to product or vehicle cancellations (excluding cancellations or modifications to enable resourcing), (iii) a Customer taking action to prepare for resourcing including, without limitation, entering into discussions and negotiations with third parties regarding the production of the Component Parts by another source, or (iv) a Customer purchasing sample or prototype Component Parts from another source. Supplier will provide reasonable assistance with such preparatory actions, including, upon being provided with advance notice, providing reasonable access to Supplier's facilities during normal business hours to a potential alternative supplier and/or its agents and representatives. Customers shall pay to Supplier in advance, as required by Supplier from time to time, an estimate of Supplier's reasonable incremental costs, as agreed to by Supplier and Customers, in relation to the preparation and removal activities of Customers in relation to any resourcing activities, subject to final reconciliation, upon completion of the preparation and removal activities, of all such incremental costs.

(b) In the event that Supplier and Comerica determine that no sale or restructuring of the business of Supplier will be successfully concluded, Supplier shall forthwith provide notice to the Customers in writing (the “Resourcing Notice”).

(c) Upon Supplier’s failure to meet a Sale Process Milestone (defined below) or after receipt of a Resourcing Notice, the Customer may resource one or more Component Parts.

2.2 Expedited Payments.

(a) Undisputed Accounts Payable. Each Customer acknowledges that, as of the Effective Date, in accordance with its records, it is indebted to Supplier in the amounts set forth on the attached Schedule A (Chrysler), Schedule B (Ford), and Schedule C (Honda) for Component Parts and for Unpaid Tooling purchased by the Customer for which PPAP has been completed (collectively, the “Undisputed Accounts Payable”). The Customers each agree (i) to the immediate acceleration of all Undisputed Accounts Payable, and (ii) to pay the Undisputed Accounts Payable to Supplier within ten (10) days after the Effective Date, provided that with respect to Undisputed Accounts Payable for Unpaid Tooling, the Unpaid Tooling is in possession and control of Supplier or if in possession of a third party, after written acknowledgement by that third party to the satisfaction of the respective Customer, acknowledging that that third party has no interest in the Unpaid Tooling and that Customer may take possession of such Unpaid Tooling at any time without payment. The payment made hereunder will be net of amounts owed by Supplier to the Customer for materials and inventory received by Supplier from the Customer as of the Effective Date pursuant to the Customer's Raw Material Supply Program (as defined below).

(b) Unresolved Payables and Commercial Issues. Schedule A, Schedule B, and Schedule C (collectively, the “Schedules”) contain particulars of any unresolved accounts payable existing as of the Effective Date between Supplier and the Customers (the “Unresolved Accounts Payable”), as well as any unresolved commercial issues between Supplier and the Customers (the “Unresolved Commercial Issues”). Supplier and the applicable Customer agree to work in good faith to resolve and make payment of amounts outstanding in relation to any Unresolved Accounts Payable issues within fifteen (15) days following the Effective date (the “Payables Resolution Period”) and any Unresolved Commercial Issues within thirty (30) days following the Effective date (the “Unresolved Commercial Issues Resolution Period”). At the expiry of the Unresolved Commercial Issues Resolution Period any remaining Unresolved Commercial issues shall be determined by the Court at a hearing to be

forthwith scheduled after submission of an appropriate Motion by Supplier.

(c) Payables Following the Effective Date. Except as otherwise provided in this Agreement, each Customer shall manage its payables process such that all amounts owing to Supplier from a Customer during the Term for such Customer's purchase of Component Parts and Unpaid Tooling, shall be paid no later than ten (10) business days after invoice by Supplier in accordance with the terms of the respective Purchase Order and as to tool purchase orders after PPAP approval. Each Customer will, with the complete cooperation of Supplier, use its best efforts to expedite PPAP completion for any Tooling for which PPAP has not, as of the Effective Date or thereafter, been completed. Each Customer will be entitled to a 1% early pay discount on account of the net amount any payments made in accordance with this Section 2.2(c).

2.3 Obligation to Pay for Customer Tooling and Customer Tooling in Process. With respect to Tooling for which, on the Effective Date, PPAP had not been completed, but which was in the course of being manufactured by Supplier, or for Supplier by a third party with which Supplier contracted (a "Tooling Vendor"), in either case pursuant to a tooling purchase order issued by the Customer to Supplier, the Customer acknowledges and agrees that (i) if Supplier is fabricating the Tooling, Supplier shall be entitled, if the Tooling can be completed during the Term, to complete such tooling on the terms of the existing tooling purchase order from the Customer, and (ii) if a Tooling Vendor is fabricating the Tooling, Supplier agrees that the Customer may reimburse Supplier for payments already made to the Tooling Vendor, cancel the tooling purchase order with Supplier and issue a tooling purchase order directly to the Tooling Vendor. Customer undertakes to proceed expeditiously and in good faith with PPAP completion forthwith after completion of the Tooling by Supplier or delivery of the Tooling to Supplier. If the Tooling can be delivered free and clear of all liens and claims to the satisfaction of the Customer, acting reasonably, Customer will pay Supplier in full for the Tooling in question (to a maximum of the "not to exceed" amount provided by the Customer to Supplier in the applicable tooling purchase order and provided that Customer receives credit for any payments or deposits given by the Customer to Supplier in respect of such Tooling prior to completion of PPAP), within ten (10) business days after completion of PPAP, delivery of a PSW (Part Submission Warrant) and delivery of an invoice from Supplier, and after such payment Supplier shall deliver all information and technical data in support thereof, subject to any rights of the Customer to assert a Tooling Setoff (as herein defined) and subject to the Customer's audit rights in respect of the Tooling in question. For certainty, if a Customer is entitled to resource under the terms of this Agreement, as to any Unpaid Tooling that has not as of then completed PPAP, the Customer may take possession of that Tooling without making payment (but the

Customer will be otherwise obligated to make payment according to this Section 2.3 when PPAP is completed for the Tooling in question).

2.4 Obligation to Pay for Returnable Packaging. With respect to returnable packaging, the Customer agrees (i) for Component Parts programs that have commenced production prior to the Effective Date, on the date that the Customer begins removing any Inventory purchased pursuant to Section 2.5 of this Agreement, to pay to Supplier the cost for returnable packaging associated with the Component Parts being resourced not previously paid or recovered through the piece price; and (ii) for Component Parts programs not yet in production by Supplier as of the Effective Date, to pay to Supplier the entire amount required to fund Supplier's cost of producing or buying the returnable packaging within ten (10) days after the expiry of the Term. Upon making such payments (i) Customer shall own such returnable packaging free and clear of all liens and claims, and (ii) Customer will permit Supplier to tag or otherwise conspicuously mark the purchased returnable package as property of Customer.

2.5 Obligation to Purchase Inventory.

(a) In the event a Customer resources production of a Component Part (as provided in Section 2.1) such Customer shall purchase from Supplier, free and clear of all liens and claims, all raw materials (including components previously purchased by Supplier) used to manufacture the Component Parts, work in process and finished Component Parts for any Component Part resourced, which at the time of resourcing are both "useable" by such Customer or such Customer's new source of such Component Parts and in a "merchantable" condition (collectively, the "Inventory"), whether currently in the possession of Supplier or in the possession of a third party (a "Bailee") holding same for or on behalf of Supplier.

(b) Supplier shall forthwith provide the applicable Customer and Comerica with a written notice that details the affected Component Parts and the Inventory. If requested by Customer, Supplier will cooperate in conducting a physical inventory of the Inventory as soon as possible following the delivery of such notice. The Customers' obligations to purchase Inventory from Supplier hereunder shall include the purchase of Inventory from Comerica or its agent or any receiver, if such persons have the authority to sell the Inventory and the Monitor in CCAA Proceeding.

(c) For purposes hereof the term "useable" means all Inventory that is not obsolete, as determined by a Customer in accordance with applicable industry standards for the Inventory at issue, and is reasonably useable by a Customer (or its replacement supplier) in the production of Component Parts in the quantities called for in such Customer's unsatisfied releases

and/or firm forecasts to Supplier. The term “merchantable” means merchantable in conformance with all applicable Purchase Order specifications for the Component Part at issue. The determination of whether Inventory is “useable” and “merchantable” will be made on the later of (i) the date the Inventory Vesting Order (as defined below) is entered, and (ii) the date that the Inventory is made available for delivery to a Customer.

(d) The purchase price of the Inventory will be: (i) for raw materials, 90% of Supplier’s actual invoiced cost; (ii) for work in process, 85% of Supplier’s cost, which cost shall be calculated on a percentage of completion basis based on the existing price called for in the Purchase Order related for the Component Part at issue; and (iii) for finished Component Parts, 100% of the existing price called for in the underlying Purchase Order for the Component Part at issue. All prices are F.O.B. Supplier.

(e) The full amount of the purchase price for the Inventory being purchased will be paid by the Customer to the Monitor, to be held in trust for Supplier, prior to any purchased Inventory being delivered to a Customer. Delivery of the purchased Inventory to the Customer, and the release of the purchase price for such Inventory by the Monitor from trust to Supplier, shall each occur without further direction, notice, Order or writing, immediately following the making of an Order (the “Inventory Vesting Order”) by the Court directing the release by the Monitor of the full amount of the purchase price to Supplier and vesting title in the Inventory in the Customer free and clear of all liens, security interests and encumbrances, and, if required, directing any Bailee to deliver up possession of any Inventory in its possession to the Customer, which Order shall be sought from the Court as soon as practicable following the commencement of resourcing by the Customer. Following the making of the Order, Supplier agrees to cooperate with Customer in its taking of possession of the Inventory, including by providing Customer with a right of access to its premises during normal business hours to take possession of and remove such purchased Inventory.

(f) Supplier acknowledges and agrees that upon payment in full by Customer to Supplier for Inventory, Customer shall be the owner of such Inventory and, to the extent that it is being held by Supplier or a Bailee, it is held as bailee-at-will only.

2.6 Limitation of Setoffs. Except for “Raw Material Setoffs”, “Allowed Setoffs”, “Material Setoffs”, “Professional Fee Setoffs” and “Tooling Setoffs” (each as defined below), and for the benefit of Comerica only, Customer agrees not to assert any defenses, rights or claims for setoffs, recoupment or deductions of any nature or kind, including in connection with any prior, existing or future defaults under the Purchase Orders or

arising under otherwise applicable law, including claims for special or consequential damages.

The term "Raw Material Setoffs" means setoffs, recoupments or deductions for materials supplied directly by, or on behalf of, a Customer to Supplier pursuant to an existing arrangement between Supplier and that Customer under the Customer's raw material or material offload program ("Customer Raw Material Supply Program").

The term "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Supplier, short shipments, misshipments, premium freight charges (not caused by a Customer), incorrect invoices, mispricing, duplicate payments or billing errors, but excluding any special, incidental or consequential damages.

The term "Material Setoffs" means any payments for raw materials, components or other goods (but not Tooling and not materials that are part of a Customer Raw Material Supply Program) supplied or paid for by a Customer for Supplier's use in manufacturing the Component Parts, for which Supplier and Comerica has received at least two (2) business days' written notice (a "Direct Payment Notice") from the Customer prior to the earlier of delivery, payment or purchase of such raw materials, components or other goods. Material Setoffs may be taken only against the Customer's accounts payable for Component Parts that are invoiced on a date that follows two (2) business days after the date that a Direct Payment Notice is received by Comerica and only if the Customer provides Supplier and Comerica with proof of such payment or purchase. In the case of any direct payment made by a Customer to a vendor as a result of a vendor's refusal to sell to Supplier, Customer shall not, without Supplier's and Comerica's prior written consent, pay to the material vendor a price in excess of the applicable price set forth in the vendor's agreement with Supplier, unless Supplier cannot ensure ongoing production of Component Parts without interruption unless the increased price is paid. For clarity, there is no notice requirement for Raw Material Setoffs and there is no requirement that a Raw Material Setoff be taken only against accounts generated after notice or delivery of the raw materials.

The term "Professional Fee Setoffs" means the actual and documented professional fees incurred by the Customers during the Term relating to Supplier not to exceed, in the aggregate, the sum of Cdn\$ per month.

The term "Tooling Setoffs" means any payments to Tooling Vendors and/or a party with a valid and existing lien on the subject Tooling (a "Tooling Lien Claimant") for the purchase price of or costs to modify or

repair Tooling, or any portion thereof (i) on account of Tooling which is necessary to protect the production of Component Parts for a Customer's production (existing and future) and as to which the payments are necessary to secure the release of Tooling, or (ii) as to which written notice of the amount paid to the Tooling Vendor or Tooling Lien Claimant has been received by Comerica within five (5) business days of such after each such payment. Tooling Setoffs can be asserted against payables for any Tooling. Notwithstanding the foregoing, the Customer shall not, without the prior written consent of the Monitor, pay to a Tooling Vendor or Tooling Lien Claimant a price in excess of the applicable price set out in an agreement between such Tooling Vendor or Tooling Lien Claimant and Supplier, unless Supplier is unable to timely compel such person to deliver the Tooling to the Customer or Supplier unless such price is paid, after notice from the Customer to the Monitor, Supplier and Comerica that such Tooling is required to ensure the ongoing production of Component Parts for the Customer without a material interruption in the supply of such Component Parts.

Notwithstanding any of the foregoing: (a) Allowed Setoffs, Professional Fee Setoffs, Materials Setoffs and Raw Material Setoffs may not be taken in relation to any amounts to be paid for returnable packaging pursuant to section [2.4] of this Agreement, Supplier Owned Tooling purchased pursuant to Section [5.1] of this Agreement, or Designated Equipment purchased pursuant to section [6.1] of this Agreement; (b) in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any invoice delivered to such Customer following the Effective Date; and (c) each Customer may set off or recoup amounts directly owed by Supplier to the Customer for materials received by Supplier from the Customer pursuant to the Customer's Raw Materials Purchasing Program in the ordinary course of business and without limitation. Any Allowed Setoffs or Professional Fee Setoffs which are not taken or prohibited by the aggregate 5% cap may be rolled forward and applied to the future invoices, provided, however, the aggregate 5% cap will still apply to any setoff of each future invoice.

Notwithstanding anything to the contrary in this Agreement, the Customers retain all their respective setoff and recoupment rights (x) for defensive purposes in respect to claims asserted or brought by third parties or a successor trustee receiver in any bankruptcy or insolvency proceedings, and (y) as to the Unresolved Commercial Issues.

- 2.7 Obligation to pay sales taxes. Customer shall pay (if not already paid) all applicable federal and provincial sales taxes or deliver such exemption certificates or elections (and Supplier shall cooperate in the preparation or delivery of any such materials) in relation to each of the transactions contemplated under this Agreement.

2.8 Waiver of Price-downs. The Customers acknowledge and confirm that during the Term, and in relation to Inventory Purchase under Section 2.5 of this Agreement, the prices to be paid for the Component Parts are not subject to any price-downs not already in effect as at December 15, 2008.

2.9 Customer Funding. [TBD]

[NTD: CMD to assist in re-drafting this paragraph. The goal is to ensure that SKD will at all times have available sufficient funds by way of cash on hand to fund its operating needs. The goal is to have a structure like the following:

- Agreed budget to be put in place.
- To the extent that Company is forecasted to be in over-advance as per forecast over a period to be determined and calculated per existing formula, OEMs fund to Comerica the full over-advance amount.
- Comerica then funds Company under existing formula/facility/banking system.
- Funding to be allocated among OEMs on basis agreed by OEMs.
- Weekly variance reporting.
- To address director exposure issues, Comerica enters into reimbursement agreement, with amounts to be repaid by Comerica to Company if sufficient assets/proceeds are not available to satisfy obligations under D&O and admin charges.]

Language from original draft:

Customers agree during the Term to provide the funding required to fund the Supplier's monthly net operating losses (being net revenue minus expenses, which expenses do not include depreciation) (the "Customer Funding"). The Customer Funding will be allocated to each Customer based on its pro-rata share percentage of estimated sales revenues during the Term relative to the sales revenues of Supplier's other Customers during the Term. Schedule ◆ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ◆, but shall be funded in advance based on the anticipated funding requirements for the calendar month (the "Estimated Monthly Amount"), with the first Estimated Monthly Amount being paid on the Effective Date (for the period to and including January 31, 2009) and the remaining Estimated Monthly Amounts thereafter being paid on or before the 20th day of the month, from and including February 20, 2009 to and including May 20, 2009 (for the period to and including June 30,

2009). *Payment of the Customer Funding shall be in addition to any amounts to be paid in relation to the building of an Inventory Parts Bank (as defined below) and any other amounts payable pursuant to this Agreement.*

Language from Customers' draft:

The Customers agree during the Term to provide the funding required to fund the lesser of (i) Supplier's net cash losses (being net revenue minus necessary cash expenses, which expenses do not include depreciation and other non-cash expenses, or interest costs on related part obligations and other non-essential expenses) pursuant to the Budget or (ii) the actual overformula funding requirements (the "Customer Operations Funding"), through the purchase of subordinated participations in Comerica's working capital financing. Schedule ◆ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ◆. Upon the Effective Date, the Customers shall make their initial purchase in Comerica's working capital financing in the aggregate amount of \$ _____. Additional purchases in a subordinated participation from Comerica will be made weekly by each of the Customers based on the anticipated funding requirements for the following week. Payment of the Customer Funding shall be in addition to any Parts Bank Costs (as defined below), vendor hostage payments and launch costs which shall be borne by each Customer, and any other amounts payable pursuant to this Agreement.

3. **Supplier's Obligations.**

- 3.1 Cash Management. Supplier agrees to use its best efforts to minimize expenses through cash management and conduct its operations in accordance with the Budget. Supplier shall provide the Customers actual to budget data on a weekly basis.
- 3.2 Continue to Manufacture. Provided that Supplier has sufficient funding and Customers are otherwise complying with their obligations in all material respects under this Agreement, during the Term Supplier will continue to manufacture and deliver Component Parts from and after the Effective Date in accordance with Purchase Orders outstanding as of the Effective Date, Purchase Orders issued after the Effective Date and any new awards entered into during the Term. The terms and conditions of the Purchase Orders shall remain in full force and effect; provided, however, in the event of any inconsistency between the terms of this Agreement and the terms of the Purchase Orders, the terms of this Agreement will control.
- 3.3 Inventory Bank. At a Customer's request, during the Term Supplier will use commercially reasonable efforts to create an inventory parts bank of Component Parts currently in production (the "Inventory Parts Bank"), subject to the limitations set forth below. At Customer's cost, Supplier

will ship the Inventory Parts Bank to the Customer's designated location as it is produced and Customer will pay for same at the prices provided for in the applicable Purchase Order, on the payment terms set forth in Section [2.2(c)]. Such requirement of Supplier to create an Inventory Parts Bank will be subject to the following: (i) sufficient funding; (ii) capacity, including labour capacity, and time limitations (e.g., machine capacity, manpower limitations and dunnage and material availability, including equitable allocation of resources with respect to requests from Customer); (iii) availability of raw materials, and (iv) the Customer otherwise being in compliance with this Agreement. From and after the date that Customer requests an Inventory Parts Bank, Supplier will promptly notify Customer of any issues that would prevent Supplier's ability to manufacture and deliver the Inventory Parts Bank. Customer shall pay for all documented incremental costs associated with producing the Inventory Parts Bank, such as overtime premiums, packaging and additional Tooling.

- 3.4 Access to Books and Records. Supplier agrees that each Customer and its respective designee(s), agent(s) and representative(s) will have access to Supplier's books, records, management and operations during regular business hours, upon reasonable request and prior notice, for the sole purposes of (a) inspecting and, if permitted by Section 2.1, resourcing all Tooling involved with production of the Component Parts, (b) monitoring production of the Component Parts, (c) meeting with Supplier's representatives, and (d) monitoring Supplier's compliance with the terms of this Agreement, the Purchase Orders and the Access Agreement (referenced below). Supplier further agrees to provide each Customer with its cash flow projections as filed with the Court from time to time. Notwithstanding the foregoing, Supplier shall not be required to provide access to any books, records or other information that is subject to privacy legislation or confidentiality obligations.
- 3.5 Resourcing. In the event that the Customer resources under Section 2.1, and provided that Customer is otherwise in compliance with this Agreement, Supplier will use its commercially reasonable efforts to cooperate with the Customer in resourcing production of the Component Parts, including, without limitation, by providing the Customer and its respective agents, representatives, designees, consultants, officers and employees, with reasonable access to Supplier's then remaining officers and employees, and to any of Supplier's books and records (including tool prints, tool drawings and other documents), tool line-ups or tool processing sheets, tool or other drawings or any other engineering, design and technology information, PPAP packages, test reports, books or other PPAP documents, packaging instructions or like information in its possession or control, necessary for the Customer to resource production of its Component Parts.

- 3.6 Access Agreement. Simultaneously with the execution of this Agreement, Supplier will execute the Access Agreement attached as Exhibit ◆ to this Agreement.
- 3.7 Agreement Approval. Contemporaneous with commencement of the CCAA Proceeding, Supplier shall seek the approval of this Agreement, the Access Agreement and the Customer funding contemplated under this Agreement in the CCAA Proceeding.
- 3.8 License. Notwithstanding anything in this Agreement to the contrary, and effective upon all payments being made by a Customer to Supplier in accordance with this Agreement, in the event of a Customer's resourcing under this Agreement, Supplier will grant to such Customer and its assignee(s) or designee(s) an (a) irrevocable, fully paid, worldwide non-exclusive license to the Intellectual Property (defined below) owned by Supplier related to the production of resourced Component Parts, and (b) an irrevocable sublicense to the Intellectual Property licensed to Supplier (to the extent that Supplier has the right to grant sublicenses therein) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the resourced Component Parts for a Customer. The non-exclusive license granted in (a) and (b) of the immediately preceding sentence shall extend to a Customer's existing Purchase Orders (including in the production of new vehicles by a Customer), and service obligations for used Customer vehicles. Any license granted pursuant to this Section shall also apply to any new model year changes, refreshes or follow-on platforms and programs incorporating the Intellectual Property. This Section is not intended to limit or otherwise restrict any rights granted to a Customer in the Purchase Orders or any other agreement, but is intended to expand those rights.

The term "Intellectual Property" means (a) all currently existing registered and applied-for intellectual property owned by Supplier (including, but not limited to, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (b) all agreements for intellectual property licensed to Supplier and (c) any other intellectual property used to produce Component Parts (whether or not the intellectual property is identified, including, but not limited to, unregistered copyrights, inventions, discoveries, trade secrets and designs, regardless of whether such items are registerable or patentable in the future, and all related documents and software), that are used in or to produce any Component Parts that Supplier directly or indirectly sells to an Customer.

- 3.9 Other Customer Accommodations. Supplier will use commercially reasonable efforts to obtain the agreements of each of Supplier's other

customers who require continuing production from Supplier during the Term, to provide substantially similar to the accommodations provided by the Customers in Section 2.1 to 2.9 of this Agreement. Instead of providing funding through the purchase of subordinated participation as provided by the Customers in Section 2.0, other customers will provide their funding in the form of surcharges or piece price increases with a similar net economic affect as that being provided by the Customers. From and after the Effective Date, Supplier will not enter into an agreement (or modify or amend an existing agreement) with any other customer on terms that are more favorable to such other customer in any material respect than the terms and conditions described herein without the consent of the Customers.

3.10 Sale Milestones. Supplier shall undertake a sale process (the "Sale Process") to attempt to effectuate a going concern sale of its business to a Qualified Buyer (as defined below). Supplier agrees to conduct the Sale Process in accordance with the following milestones (each, a "Sale Process Milestone", or collectively, the "Sale Process Milestones"):

- (a) Court Approval of the Sale Process. Obtain Court approval of the Sale Process within ten (10) days of commencement of the CCAA Proceeding;
- (b) Purchase Agreement. Obtain, by no later than five (5) weeks after the initial order under the CCAA Proceeding, one or more Purchase Agreements to sell Supplier's assets to a Qualified Buyer (as defined below);
- (c) Court Approval of the Purchase Agreement. Obtain, by no later than six (6) weeks after the initial order under the CCAA Proceeding approval of the Purchase Agreement to sell Supplier's assets to a Qualified Buyer (as defined below); and
- (d) Close; Implementation. By no later than February 28, 2009, close the sale of Supplier's assets to a Qualified Buyer.

For purposes of this Agreement, a "Qualified Buyer" means a buyer who is acceptable to Supplier and Comerica and who demonstrates to the reasonable satisfaction of the Customers wishing to continue production with such buyer that it: (a) possesses the financial capabilities, business plan and management structure to effect the acquisition of and operation of the facilities, in the opinion of the applicable Customer; (b) fits the applicable Customer's strategic purchasing plan; and (c) unless otherwise agreed to by the applicable Customer, would agree to assume all of the original Purchase Orders, without any modification that may have been provided to Supplier pursuant to this Agreement or other modification unless otherwise agreed to by the applicable Customer. Subject to the

execution of confidentiality agreements in form and substance mutually agreeable to Supplier, Comerica and the Customers, Supplier will provide the Customers with regular updates on the status of the Sale Process and will provide to the Customers copies of all offering memoranda and executed copies of asset purchase agreements received from prospective buyers.

- 3.11 Appraisal. Within 15 days following the commencement of the CCAA Proceeding, Supplier shall engage [◆] (the "Appraiser"), being an appraiser acceptable to Supplier, Comerica and the Customers, to conduct a valuation, on an orderly liquidation basis, of Supplier's machinery and equipment.

4. **Comerica Accommodations**.

- 4.1 Financing. During the Term, Comerica will (a) not institute borrowing base reserves inconsistent with its loan documents and prior practices, or (b) modify the definition of eligible inventory or accounts receivable. During the Term, Comerica will forbear from commencing any enforcement action with respect to Supplier's real or personal property and provide funding to Supplier in accordance with the terms of the Forbearance Arrangements which will include in-formula working capital financing. Comerica will increase its advance rates under its working capital facility with Supplier to (a) 75% on eligible Customer-related inventory (all Inventory subject to Section 2.5 of this Agreement is deemed eligible), (b) 75% on any other eligible inventory that other customers agree to buy back on terms reasonably acceptable to Comerica, (c) 90% on eligible accounts receivable generated during the Term under the Purchase Orders, and (d) 90% on eligible accounts receivable generated during the Term under purchase orders from other customers who agree to limit set offs on terms reasonably acceptable to Comerica. In addition, Comerica shall provide an out-of-formula working capital facility based upon projected cash requirements, participated in by the Customers. Comerica shall have no funding responsibility for the out-of-formula loans until the participating Customers advance funds to Comerica and Comerica's responsibility then shall be limited to the amount advanced to Comerica by the Customers. The out-of-formula loans will be subordinate in terms of repayment to the in-formula loans. Further, when the CCAA Proceeding is commenced during the Term, subject to entry of financing orders, in form and substance acceptable to Comerica, Comerica will provide post-petition financing on terms reasonably equivalent to those set forth in the Forbearance Arrangements.
- 4.2 Access Agreement Consent. Comerica consents to the Access Agreement granted in Section 3.5 and attached as Exhibit ◆ to this Agreement and agree to memorialize such consent by signing and delivering Schedule ◆ to the Access Agreement.

- 4.3 Tooling Acknowledgement and Option Consent. Comerica consents to the Tooling Acknowledgement and Option and terms thereof set forth in Sections [5 and 6] of this Agreement.

5. **Tooling Acknowledgment.**

- 5.1 For purposes of this Agreement, the term "Tooling" means all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, cavities, molds and documentation regarding same, including engineering specifications, PPAP books, drawings and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto that are necessary for the manufacture of Component Parts for a Customer, whether now or in the future. Tooling consists of three subcategories: "Customer Tooling"; "Unpaid Tooling"; and "Supplier Owned Tooling". The term "Customer Tooling" means all Tooling that is not Unpaid Tooling or Supplier Owned Tooling (each as defined below). Customer Tooling is held by Supplier as a bailee-at-will and, to the extent held by a third party, is held by such third party as a bailee-at-will.

The term "Unpaid Tooling" means Tooling manufactured for a Customer for which such Customer (or its sub-supplier) has not made full payment under the applicable Purchase Order or agreement with Supplier. Upon payment by a Customer of the applicable tooling purchase order price for any item of Unpaid Tooling, such item will thereafter be included in the definition of Customer Tooling. Subject to the provisions of Sections [2.3 and 5.4] of this Agreement, nothing in this Agreement modifies the Customer's payment obligations to Supplier on account of Unpaid Tooling. The term "Supplier Owned Tooling" means Tooling which is used to make Component Parts for a Customer but is not the subject of a purchase order or agreement with Supplier.

- 5.2 Attached as Schedule ◆ is a list of Unpaid Tooling that has been completed and for which PPAP has been completed or is in process. Schedule ◆ sets forth, for each items of Unpaid Tooling, the amount Supplier believes is owed, the amounts, if any, Supplier has been paid as of the Effective Date by Customer on account thereof, and the status of the PPAP in relation to such Unpaid Tooling. Attached as Schedule ◆ is a list of all Supplier Owned Tooling.

Any Tooling not contained on the above tooling schedules (the "Tooling Schedules") shall be deemed Customer Tooling. The Customers and Comerica shall have fifteen (15) days after the Effective Date] to supplement or object to any items contained on the Tooling Schedules. A party failing to supplement or object during this period shall be deemed to accept and consent to each of the Tooling Schedules.

- 5.3 Neither Supplier, nor any other person or entity other than the applicable Customer (or its affiliates) will have any right, title or interest in Customer Tooling other than Supplier's ability to utilize the Customer Tooling in the manufacture of the Customer's Component Parts. Supplier acknowledges that upon the right of a Customer to resource under Section 2.1 above, Customer, or its designee(s), will have the right to forthwith enter the premises of Supplier and take possession of any and all Customer Tooling and Supplier, and Comerica (if it has control of Supplier's premises), agrees to cooperate with such Customer in such Customer's taking possession of Customer Tooling and provide the applicable Customer or its designee(s) with such access to Supplier's premises; provided, however, the Customers will not interfere with Supplier's ongoing operations when removing the Customer Tooling, will use skilled workers or third parties, having adequate insurance coverage, in the removal of the Customer Tooling, will take reasonable and prudent care not to damage any machinery or equipment of Supplier or another customer in the process of such removal. Supplier also agrees to provide reasonable access to the Customers, or their nominee(s), during normal business hours, to affix any plate, stamp, tag, marking or other evidence of the Customers' ownership upon each item of Customer Tooling.
- 5.4 Supplier acknowledges that, upon the right of a Customer to resource under Section 2.1 above, upon payment by Customer to Supplier of the amount payable under the applicable tooling purchase order for any item of Unpaid Tooling, or, in respect of any incomplete Unpaid Tooling, by deducting from the tooling purchase order price the cost of completion, including any costs incurred by the Customer relating to the completion of PPAP incurred outside of the normal course of business (as such costs are determined by the Customer and Supplier, acting reasonably, and, in the absence of such agreed determination, by the Court in the CCAA Proceeding), less any amount previously paid by Customer to Supplier on account thereof, such item shall thereafter be included in the definition of Customer Tooling under this Agreement and treated as such. Comerica agrees not to challenge Customer's ownership or rights to Customer Tooling, subject to the rights to challenge any of the lists described in [Section 5.2] of this Agreement.
- 5.5 In the event of a dispute between Supplier and a Customer over whether any Tooling is Customer Tooling, Unpaid Tooling or Supplier Owned Tooling arises, the matter shall be submitted to the Court in the CCAA Proceeding for expedited resolution. The Customer will have the right to take possession of the Tooling subject to the dispute (the "Disputed Tooling"), provided that the full amount claimed due by Supplier for the Disputed Tooling, determined in accordance with this Section 5, in the case of Tooling that Supplier asserts is Unpaid Tooling, and determined in accordance with Section 6 of this Agreement, in the case of Tooling that the Supplier asserts is Supplier Owned Tooling, is paid to the Monitor, to

be held in trust for Supplier (or Customer, if the dispute is resolved in Customer's favour), prior to Customer taking possession of any Disputed Tooling. Pending resolution of the dispute, the Disputed Tooling will remain subject to any liens and security interests of Supplier and Comerica, notwithstanding Supplier's relinquishment of possession, which shall not be deemed or construed to be a release of such rights. Any disputes in relation to funds held in trust shall be dealt with in accordance with Section [13.10] of this Agreement.

6. Purchase of Supplier Owned Tooling and Designated Equipment.

6.1 Supplier Owned Tooling. Each Customer (or affiliate of a Customer) reserves the right and is granted an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any or all Supplier Owned Tooling used in the production of its Component Parts. The purchase price of Supplier Owned Tooling shall be the Supplier's cost allocated on the lesser of (a) the remaining useful life of the Supplier Owned Tooling in question (perishable tooling may not exceed one (1) year), or (b) the remaining production life of the vehicle program. Upon a Customer's purchase of and payment for an item of Supplier Owned Tooling, such item will thereafter be Customer Tooling. Comerica does not object to and will not oppose the exercise of such option, and upon payment of the purchase price required under this Section, will release any lien it has in the purchased Supplier Owned Tooling. Supplier acknowledges that the foregoing price to be paid for the applicable Supplier Owned Tooling constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. The option will expire twenty-one (21) days after the expiration of the Term unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Supplier Owned Tooling will be delivered by Supplier to the Customer.

6.2 Designated Equipment. Supplier grants to the Customer or its assignee(s) or designee(s) (the "Purchaser") an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any of the machinery and equipment owned by Supplier and used exclusively to produce Component Parts for that Customer or machinery and equipment not used exclusively to produce Component Parts for an individual Customer but for which each Customer who relies on that machinery and equipment consents (the "Designated Equipment"). The purchase price of the Designated Equipment shall be orderly liquidation value as determined by the Appraiser. Comerica does not object to, and will not oppose the exercise of such option, and, upon payment of the purchase price required under this Section, will release any lien it has in

the purchased Designated Equipment. Supplier acknowledges that the foregoing price to be paid for the applicable Designated Equipment constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. This option will expire 21 days thereafter unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Designated Equipment will be delivered by Supplier to the Customer.

6.3 Upon exercise of the foregoing options and payment of the applicable price, the Purchaser shall, subject to the provisions of this [Section 6.3], be entitled to take possession of the purchased Supplier Owned Tooling and Designated Equipment. The obligations of the Purchaser to complete the purchase of any Supplier Owned Tooling or Designated Equipment, and the obligations of Supplier to convey, shall be subject to the aforesaid payments having been fully made, without setoff, recoupment or deduction, and an Order being obtained from the Court vesting title in and to the Supplier Owned Tooling and/or Designated Equipment in the Purchaser free and clear of all liens and security interests. Purchaser shall be entitled following the making of such Order, without further payment of any kind to own, operate, use and enjoy, sell, assign, transfer and/or convey the same. Supplier hereby agrees to cooperate with the Purchaser in its taking possession and control of such Supplier Owned Tooling and Designated Equipment upon completion of the purchase transaction. If requested by Purchaser, upon exercise of the option and payment of the applicable price, a Bill of Sale by Supplier in respect of such Supplier Owned Tooling and Designated Equipment will be delivered to the Purchaser.

7. **Events of Default.**

7.1 The occurrence of any one or more of the following at any time during the Term will be "Events of Default", or individually, an "Event of Default", hereunder unless a waiver or deferral thereof is agreed to in writing, in each instance, by the applicable Customer or Customers, and Comerica:

- (a) Exclusive of breaches by Supplier that are the result of a breach of this Agreement by the applicable Customer, Supplier materially breaches its obligations to a Customer under this Agreement, the consequences of which breach is a substantial likelihood that such Customer's production will be interrupted;
- (b) Supplier repudiates or materially breaches its obligations under the Purchase Orders to a Customer, other than arising from a material breach by a Customer under this Agreement or the Purchase

Orders or a material breach by a directed-buy supplier to Supplier, the consequence of which is a substantial likelihood that such Customer's production will be interrupted;

- (c) the terms of this Agreement are modified or superseded by an Order made by the Court in the CCAA Proceeding or by any plan of arrangement filed by Supplier or any other Canadian insolvency proceeding; or
 - (d) the Customers are requested by Supplier or required to contribute any additional accommodations other than those set forth in this Agreement.
8. **Customer Defaults.** In the event that a Customer fails to perform its obligations to Supplier under this Agreement including, without limitation, its failure to make any payments contemplated hereunder as and when due, and such failure is not cured within five (5) business days after written notice to the respective Customer, Supplier shall have no continuing obligations to such Customer hereunder. For clarity, during the five (5) business day cure period set forth in the foregoing sentence, Supplier shall not be relieved from any of its obligations set forth in this Agreement and must continue to manufacture and deliver Component Parts to the Customer.
9. **Disputes.** Except as otherwise provided for herein, any disputes as to the payment of amounts claimed due under this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled within thirty (30) days of the date payment is otherwise due under this Agreement. Except as otherwise provided herein, any other disputes relating to this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled on an expedited basis.
10. **Reservation of Rights.** Except to the extent expressly provided in this Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, any other agreements between the parties or otherwise applicable law, and the parties expressly reserve all such claims, rights and remedies they have under this Agreement, any Purchase Orders, any other agreements between the parties and/or otherwise applicable law.
11. **Confidentiality.** Supplier, each Customer and Comerica agree that they will not disseminate, disclose or communicate, either directly or indirectly, any of the information contained in this Agreement to any outside party other than its respective employees, professional advisors and shareholders and its other secured creditors, provided that such outside party is provided with knowledge of and is subject to this same confidentiality provision. Supplier and each Customer will, in good faith, take all steps necessary to ensure that the contents of this Agreement are kept secret and confidential. Notwithstanding the foregoing,

Supplier shall be permitted to disclose this Agreement to the Monitor appointed in the CCAA Case and to file a copy of this Agreement in any materials relating to the CCAA Proceeding.

12. **Notice.** Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly given if mailed, delivered by hand or sent by facsimile or e-mail delivery to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or sent, and if mailed, will be deemed to be given three (3) days following the date of mailing. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Supplier:

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to:

Lang Michener LLP
Brookfield Place, 181
Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Sheryl E. Seigel
Facsimile: (416) 365-1719
Email: sseigel@langmichener.ca

If to Comerica:

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to: Bodman LLP _____
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
Attention: Ralph E. McDowell _____
Facsimile: 313-393-7579 _____
E-mail: rmcowell@bodmanllp.com

If to Chrysler: Chrysler LLC
800 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326
Attention: Sigmund Huber
Director, Supplier Relations
Facsimile: (248) 512-1771
Email: seh43@chrysler.com

With a copy to: Chrysler LLC
CIMS 485-14-78
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766
Attention: Kim R. Kolb
Senior Staff Counsel
Facsimile: (248) 512-1771
Email: krk4@chrysler.com

And: Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226
Attention: James A. Plemmons
Facsimile: (313) 223-3598
Email: jplemmons@dickinsonwright.com

And: Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario, Canada
M5H 3Y4
Attention: Craig J. Hill
Facsimile: (416) 361-7301
Email: chill@blgcanada.com

If to Ford: Ford Motor Company
Building 3
20100 Rotunda Drive

Number 3A041
Dearborn, Michigan 48124
Attention: Bill Strong
Facsimile: (313) 206-7044
Email: wstrong@ford.com

With a copy to: Ford Motor Company
One America Road
World Headquarters
Suite 416
Dearborn, Michigan 48126
Attention: Daniella Saltz
Facsimile: (313) 322-3804
Email: dsaltz@ford.com

And: Miller Canfield Paddock and Stone, PLC
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Attention: Stephen S. LaPlante
Facsimile: (313) 496-8478
Email: laplante@mcps.com

If to Honda: Honda of America Mfg., Inc.
North American Purchasing Office
21001-A State Route 739
Raymond, Ohio 43067
Attention: Bryan Clay
Facsimile: (937) 645-7401
Email: Bryan_Clay@ham.honda.com

With a copy to: Joseph F. LaFleur, Esq.
Honda of America Mfg., Inc.
24000 Honda Parkway
Marysville, Ohio 43040-9251
Facsimile: (937) 644-6583
Email: Joe_LaFleur@ham.honda.com

And Robert A. Bell, Jr.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43216-1008
Facsimile: (614) 719-5169
E-mail: rabell@vorys.com

13. **General Terms.**

- 13.1 This Agreement together with the other documents executed in connection herewith, including the Access Agreement and the Purchase Orders, constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. In the event of any inconsistency between the terms of any purchase orders and this Agreement, the terms of this Agreement shall govern.
- 13.2 The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.
- 13.3 Supplier and the Customers may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties including any purchasers of Supplier's assets including, without limitation, other customers of Supplier (other than affiliates of a Customer).
- 13.4 No delay or failure of any party to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.
- 13.5 Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
- 13.6 Supplier and the Customers agree that they will not enter into any other arrangements or agreements that would in any way materially impair their respective rights under this Agreement.
- 13.7 Nothing in this Agreement will be interpreted to constitute Supplier, Comerica or any Customer as agent for any other party to this Agreement for any purpose.
- 13.8 Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Comerica loan documents or Comerica Security, which terms and conditions will otherwise remain in full force and effect.
- 13.9 This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or electronic transmission in "pdf" format, and that facsimile signatures or signature provided in pdf format will be treated as originals for all purposes.

13.10 Customer shall pay any amounts in dispute under sections [2.1(b), 2.2(b), 5.5, 5.6 and 6.1] of this Agreement to the Monitor and the Monitor shall hold such amounts in trust for the Supplier or Customer, as each or either is ultimately determined to be entitled thereto, to be released only (i) with the written consent of the Customer, Supplier and Comerica, or (ii) pursuant to an Order of the Court. The Customer, Supplier and Comerica agree to resolve any such disputed matters expeditiously. If any dispute is not forthwith resolved, any of Supplier, a Customer, Comerica and the Monitor, may seek resolution as set forth in Section 9 of this Agreement.

13.11 This Agreement is made in Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.

14. **REPRESENTATIONS.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

15. **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

[signatures on next page]

[signature page to Accommodation Agreement]

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation

print name

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**

By: _____
I have authority to bind the NMC Canada,
Inc.

print name

COMERICA BANK

By: _____
I have authority to bind the Corporation

print name

By: _____
I have authority to bind the 2515080 Nova
Scotia Company

print name

Tim R. Zeeb

From: Silver, Aaron <ASilver@honigman.com>
Sent: Tuesday, January 06, 2009 9:42 PM
To: CShevnock@dickinson-wright.com; RMCADOWELL@BODMANLLP.COM
Cc: Adam Maerov; akash.raj@gm.com; amasse@e-bbk.com; Bob.Lack@gt.com; bob_zabor@ham.honda.com; bryan_clay@ham.honda.com; ccampbe1@ford.com; chill@blgcanada.com; christine.gartee@gm.com; Donald S. MacKenzie; Douglas Murray; dsaltz@ford.com; dwolgast@e-bbk.com; gjohn@skdautomotive.com; gmryan@comerica.com; gpanagakis@skadden.com; JChen@skdautomotive.com; JDaniel@skdautomotive.com; jgrout@tgf.ca; jill.dicarlo@gm.com; John P. Kotas; jlembree@comerica.com; joe.desousa@gm.com; joe_lafleur@ham.honda.com; JPlemmons@dickinsonwright.com; jsawyer@cerberusoperations.com; kandrews@e-bbk.com; kferreira@tgf.ca; krk4@chrysler.com; kronayne@ford.com; laplante@millercanfield.com; Leslie@millercanfield.com; linc.rogers@blakes.com; mak@chrysler.com; mark.w.fischer@gm.com; mark_vandavelde@ham.honda.com; matthew.j.chojnacki@gm.com; mthomas@e-bbk.com; Pat Forgione; rabell@vssp.com; ralf.huenerfeld@gm.com; Diehl, Robert; Robert F. Kolb; RMacioce@e-bbk.com; rmb71@chrysler.com; Weiss, Robert B.; sat42@chrysler.com; seh43@chrysler.com; sseigel@langmichener.ca; steven.weisz@blakes.com; SWilson@tgf.ca; Sherick, Tricia A.; tsosik@ford.com; Tim R. Zeeb; wstrong@ford.com; GreenJ@MillerCanfield.com
Subject: RE: SKD; Subordinated Participation Agreement
Attachments: DETROIT-#3463137-v1-SKD_Accommodation_Agreement.DOC; DETROIT-#3463137-vrtf-SKD_Accommodation_Agreement.DOC

All--

Attached is a clean and redlined copy of the Accommodation Agreement, marked against the Customer's January 4, 2009 draft. The attached remains subject to review and comment by each Customer.

Regards,

Aaron

Aaron M. Silver, Esq.
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506

(313) 465-7560 office
(313) 465-7561 fax
(248) 891-3017 cell

-----Original Message-----

From: CShevnock@dickinson-wright.com
[mailto:CShevnock@dickinson-wright.com]
Sent: Tuesday, January 06, 2009 6:00 PM
To: RMCADOWELL@BODMANLLP.COM
Cc: Adam Maerov; akash.raj@gm.com; amasse@e-bbk.com; Silver, Aaron; Bob.Lack@gt.com; bob_zabor@ham.honda.com; bryan_clay@ham.honda.com; ccampbe1@ford.com; chill@blgcanada.com;

christine.gartee@gm.com; Donald S. MacKenzie; Douglas Murray; dsaltz@ford.com; dwolgast@e-bbk.com; gjohn@skdautomotive.com; gmyan@comerica.com; gpanagakis@skadden.com; JChen@skdautomotive.com; JDaniel@skdautomotive.com; jgrout@tgf.ca; jill.dicarlo@gm.com; John P. Kotas; jlembree@comerica.com; joe.desousa@gm.com; joe_lafleur@ham.honda.com; JPlemmons@dickinsonwright.com; jsawyer@cerberusoperations.com; kandrews@e-bbk.com; kferreira@tgf.ca; krk4@chrysler.com; kronayne@ford.com; laplante@millercanfield.com; Leslie@millercanfield.com; linc.rogers@blakes.com; mak@chrysler.com; mark.w.fischer@gm.com; mark_vandavelde@ham.honda.com; matthew.j.chojnacki@gm.com; mthomas@e-bbk.com; Pat Forgiore; rabell@vssp.com; ralf.huenerfeld@gm.com; Diehl, Robert; Robert F. Kolb; RMacioce@e-bbk.com; rmb71@chrysler.com; Weiss, Robert B.; sat42@chrysler.com; seh43@chrysler.com; sseigel@langmichener.ca; steven.weisz@blakes.com; SWilson@tgf.ca; Sherick, Tricia A.; tsosik@ford.com; Tim R. Zeeb; wstrong@ford.com; GreenJ@MillerCanfield.com

Subject: Re: SKD; Subordinated Participation Agreement

Ralph,

Attached are marked and clean drafts of the Subordinated Participation Agreement reflecting comments of the Customers. It remains subject to further review and comment by the Customers.

Thanks.

(See attached file:
ANNARBOR-#104339-v4-SUBORDINATED_PARTICIPATION_AGREEMENT.DOC)(See
attached
file: ANNARBOR-#104339-vdoc-SUBORDINATED_PARTICIPATION_AGREEMENT.DOC)

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ACCOMMODATION AGREEMENT

This Accommodation Agreement (this "Agreement"), by and among SKD, ~~L.P.~~ Company ("Supplier"), Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") and Comerica Bank ("Comerica"), is entered into on ◆ __, ◆ (the "Effective Date").

RECITALS

A. Pursuant to various commitments, purchase orders, supply agreements and/or releases issued by each Customer and accepted by Supplier (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Supplier is obligated to manufacture, and each Customer is obligated to pay for, each Customer's requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part").

B. Supplier is currently indebted in the aggregate principal amount of \$◆ million (the "Comerica Indebtedness") pursuant to certain credit facilities provided by Comerica to Supplier and SKD Automotive Group, Limited Partnership (the "Comerica Facilities"). To secure the Comerica Indebtedness, Comerica has been granted security over the real and personal property and assets of Supplier (the "Comerica Security").

C. The Comerica Facilities have matured, but Comerica has agreed to enter into forbearance arrangements with Supplier and its affiliates, provided that arrangements acceptable to Comerica can be entered into between Supplier and the Customers (the "Forbearance Arrangements").

D. As a result of Supplier's financial difficulties, Supplier will commence a proceeding (the "CCAA Proceeding") under the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (the "Court"). Supplier has requested that the Customers provide financial and other accommodations to Supplier during the CCAA Proceeding, and the Customers have requested that Comerica and Supplier provide certain assurances and acknowledgements to the Customers regarding, among other things, Supplier's ongoing production of Component Parts for the Customers.

E. The financial advisor to Supplier, Conway MacKenzie, Inc., and RSM Richter Inc., the proposed court-appointed monitor in the CCAA Proceeding (the "Monitor"), are working with Supplier to consider alternatives to restructure Supplier's business, that will include a sales process (the "Restructuring Process").

F. Supplier has requested the Customers to provide certain financial and other accommodations to Supplier during the Restructuring Process. Similarly, due to the concerns and uncertainties surrounding Supplier's financial condition, Comerica and the Customers have requested certain acknowledgements and agreements from Supplier and each other to induce Comerica and the Customers to provide those accommodations. Upon and subject to the terms

of this Agreement: (i) the Customers have agreed to provide certain assurances and acknowledgements to Supplier and Comerica; (ii) Supplier has agreed to provide certain assurances and acknowledgements to the Customers, and (iii) Comerica has agreed to provide certain assurances and acknowledgements to the Customers.

G. Supplier and the Customers are parties to an Access and Security Agreement of even date herewith ("Access Agreement").

H. References in this Agreement to paragraphs or sections, unless otherwise noted are references to paragraphs or sections of this Agreement.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the ~~earlier~~**earliest** of (a) February 28, 2009, (b) the closing of the sale of Supplier's business as a going concern to a Qualified Buyer (as defined below), ~~and~~(c) an Event of Default (defined below), **(d) Comerica ceases to provide financing to Supplier during the Restructuring Process, and (e) Comerica commences any enforcement action with respect to a material portion of Supplier's real or personal property constituting collateral.**

2. **Customers Accommodations.**

Resourcing.

(a) Except as provided in this Section 2.1, during the Term of this Agreement the Customers will not resource the production of Component Parts **from and after the Effective Date, including the resourcing of any awarded business that is not yet in production.** "Resource" and "~~resoureing~~" means **(i) any activity of a Customer that results in a Component Part produced by Supplier being purchased by a Customer from some other source during the Term, or (ii) the engineering and development or manufacture of a Component Part not yet in production, being transferred by Customer from Supplier to a replacement source during the Term.** The foregoing limitation, however, does not include or prohibit (i) changes in releases due to normal business fluctuations, (ii) cessation of production due to product or vehicle cancellations (excluding cancellations or modifications to enable resourcing), (iii) a Customer taking action to prepare for resourcing including, without limitation, entering into discussions and negotiations with third parties regarding the production of the Component Parts by another source, or (iv) a Customer purchasing sample or prototype Component Parts from another source. Supplier will provide reasonable

assistance with such preparatory actions, including, upon being provided with advance notice, providing reasonable access to Supplier's facilities during normal business hours to a potential alternative supplier and/or its agents and representatives. Customers shall pay to Supplier in advance, as required by Supplier from time to time, an estimate of Supplier's reasonable incremental costs, as agreed to by Supplier and Customers, in relation to the preparation and removal activities of Customers in relation to any resourcing activities, subject to final reconciliation, upon completion of the preparation and removal activities, of all such incremental costs.

(b) In the event that Supplier and Comerica determine that no sale or restructuring of the business of Supplier or plan of arrangement under the CCAA will be successfully concluded, Supplier shall forthwith provide notice to the Customers in writing (the "Resourcing Notice").

(c) Upon Supplier's failure to meet a Sale Process Milestone (defined below) or after receipt of a Resourcing Notice (the "Resourcing Trigger Event"), the Customer may resource one or more Component Parts provided that the Customer has paid in full, subject to any setoffs allowed under Section 2.6, all then existing accounts owing to Supplier for production of any and all Component Parts and has paid for all Unpaid Tooling in accordance with Section 2.2(d) below.

Expedited Payments.

(a) Undisputed Accounts Payable. Each Customer and Supplier acknowledges that, as of the Effective Date, in accordance with its records, ~~each Customer~~ is indebted to Supplier in the amounts set forth on the attached Schedule A (Chrysler), Schedule B (Ford), and Schedule C (Honda) for Component Parts and for Unpaid Tooling purchased by the Customer for which PPAP has been completed (collectively, the "Undisputed Accounts Payable"). ~~The Customers each agree (i) to the immediate acceleration of all Undisputed Accounts Payable, and (ii) to pay the~~ Each Customer agrees:

(1) to pay to Comerica for account of Supplier within two (2) business days after the Effective Date, all Undisputed Accounts Payable to Supplier arising from the shipment of Component Parts that were due and owing prior to the Effective Date; and

(2) to accelerate and to pay to Comerica for account of Supplier all other Undisputed Accounts Payable arising from the shipment of Component Parts within ten (10) days after the Effective Date, provided that with respect to Undisputed Accounts Payable for Unpaid Tooling, the Unpaid Tooling is in possession and control of Supplier or if in possession of a third party, after

~~written acknowledgement by that third party to the satisfaction of the respective Customer, acknowledging that that third party has no interest in the Unpaid Tooling and that Customer may take possession of such Unpaid Tooling at any time without payment. The payment made hereunder will be net of amounts owed by Supplier to the Customer for materials and inventory received by Supplier from the Customer as of the Effective Date pursuant to the Customer's Raw Material Supply Program (as defined below).~~

The payment made hereunder will be net of any setoffs allowed under Section 2.6 below.

(b) Unresolved Payables and Commercial Issues. Schedule A, Schedule B, and Schedule C (collectively, the “Schedules”) contain particulars of claims for any unresolved accounts payable existing as of the Effective Date between Supplier and the Customer each respective Customer (the “Unresolved Accounts Payable”), as well as claims for any unresolved commercial issues between Supplier and the Customer each Customer (the “Unresolved Commercial Issues”). Supplier and the applicable Customer agree to work in good faith to resolve and, if applicable, make payment of amounts outstanding in relation to any Unresolved Accounts Payable issues within fifteen (15) days following the Effective date Date (the “Payables Resolution Period”) and any Unresolved Commercial Issues within thirty (30) days following the Effective date Date (the “Unresolved Commercial Issues Resolution Period”). At the expiry of the Unresolved Commercial Issues Resolution Period any remaining Unresolved Commercial issues Issues shall be determined by the Court at a hearing to be forthwith scheduled after submission of an appropriate Motion motion by Supplier.

(c) Payables Following the Effective Date. Except as otherwise provided in this Agreement, each Customer shall manage its payables process such that all amounts owing to Supplier from a Customer arising during the Term for such Customer’s purchase of Component Parts and Unpaid Tooling, shall be paid on a “net immediate” basis but, on average, no later than ten (10) business days after invoice by Supplier in accordance with the terms of the respective Purchase Order and as to tool purchase orders after PPAP approval. Each Customer will, with the complete cooperation of Supplier, use its best efforts to expedite PPAP completion for any Tooling for which PPAP has not, as of the Effective Date or thereafter, been completed. recognized in the Customer’s accounts payable system. Each Customer will be entitled to a 1% early pay discount on account of the net amount of any payments payment made in accordance with this Section 2.2(c) (which early pay discount shall only apply in the event of a net amount being payable by a Customer to Supplier after application of all permitted setoffs under this Agreement).

(d) Obligation Relating to Tooling In Process and Unpaid Tooling

(1) Continuation of Tooling In Process

(a) With respect to Tooling for which, on the Effective Date, PPAP has not been completed, but which was in the course of being manufactured by Supplier, or for Supplier by a third party with which Supplier contracted (a "Tooling Vendor"), in either case pursuant to a tooling purchase order issued by the Customer to Supplier, the Customer acknowledges and agrees that:

(i) if Supplier is fabricating the Tooling, Supplier shall be entitled, if the Tooling can be completed during the Term, to complete such tooling on the terms of the existing tooling purchase order from the Customer;

(ii) if a Tooling Vendor is fabricating the Tooling, Supplier agrees that the Customer may reimburse Supplier for payments already made to the Tooling Vendor and for work and expenditures incurred by the Supplier to the extent reimbursable under the underlying Purchase Order, and provided that such payments have been made, cancel the tooling purchase order with Supplier and issue a tooling purchase order directly to the Tooling Vendor, at which time such Tooling will be deemed Customer Tooling;

(b) Each Customer will, with the complete cooperation of Supplier, use its best efforts to expedite PPAP completion for any Tooling for which PPAP has not, as of the Effective Date or thereafter, been completed.

(2) Obligation to Pay for Customer Tooling and Customer Tooling in Process. With respect to Tooling for which, on the Effective Date, PPAP had not been completed, but which was in the course of being manufactured by Supplier, or for Supplier by a third party with which Supplier contracted (a "Tooling Vendor"), in either case pursuant to a tooling purchase order issued by the Customer to Supplier, the Customer acknowledges and agrees that (i) if Supplier is fabricating the Tooling, Supplier shall be entitled, if the Tooling can be completed during the Term, to complete such tooling on the terms of the existing tooling purchase order from the

Customer, and (ii) if a Tooling Vendor is fabricating the Tooling, Supplier agrees that the Customer may reimburse Supplier for payments already made to the Tooling Vendor, cancel the tooling purchase order with Supplier and issue a tooling purchase order directly to the Tooling Vendor. Customer undertakes to proceed expeditiously and in good faith with PPAP completion forthwith after completion of the Tooling by Supplier or delivery of the Tooling to Supplier. If the Tooling can be delivered free and clear of all liens and claims **Tooling Obtaining PPAP. With respect to Unpaid Tooling that has completed PPAP as of the Effective Date or PPAP is completed during the Term, after the earlier of (i) written acknowledgement by any third party asserting a lien, claim or interest in the tooling** to the satisfaction of the Customer, acting reasonably, Customer will pay Supplier in full for the Tooling in question **respective Customer, acknowledging that such lien, claim or interest has been satisfied and that Customer may take possession of such Unpaid Tooling at any time without payment, or (ii) the entry of an order in the CCAA Proceeding transferring any lien, claim or interest of such third party in the Unpaid Tooling to the proceeds of such Unpaid Tooling and permitting the Customer to take possession of such Unpaid Tooling at any time without payment, the applicable Customer will pay for such Unpaid Tooling** (to a maximum of the "not to exceed" amount provided by the Customer to Supplier in the applicable tooling purchase order and provided that Customer receives credit for any payments or deposits given by the Customer to Supplier in respect of such Tooling prior to completion of PPAP), **within no later than ten (10) business days after completion of PPAP, the invoice date and PPAP is completed with** delivery of a PSW (Part Submission Warrant) and delivery of an invoice from Supplier, and after such payment Supplier shall deliver all information and technical data in support thereof, subject to any rights of the Customer to assert a Tooling Setoff (as herein defined) **or a Raw Material Setoff** and subject to the Customer's audit rights in respect of the Tooling in question. For certainty, if a Customer is entitled to resource under the terms of this Agreement, as to any Unpaid Tooling that has not as of then completed PPAP, the Customer may take possession of that Tooling without making payment (but the Customer will be otherwise obligated to make payment according to this Section 2.3 when PPAP is completed for the Tooling in question), **at which time such Tooling will be deemed Customer Tooling.**

- (3) Possession at Resourcing. Prior to taking possession after a Resourcing Trigger Event of Unpaid Tooling that has not obtained PPAP, the Customer will pay to Comerica, on account of Supplier, the tooling purchase order price of such**

Unpaid Tooling less the cost of completion, including any costs incurred by the Customer relating to the completion of PPAP incurred outside of the normal course of business (as such costs are determined by the Customer and Supplier, acting reasonably, and, in the absence of such agreed determination, by the Court in the CCAA Proceeding), less any amount previously paid by Customer to Supplier on account thereof and less the amount owed to any Tooling Vendor on account of such Tooling, and, such item shall thereafter be included in the definition of Customer Tooling under this Agreement and treated as such.

(B) Each Customer will be entitled to a 1% early pay discount on account of the net amount of any payments made in accordance with this Section 2.2(d) (which early pay discount shall only apply in the event of a net amount being payable by a Customer to Supplier after application of all permitted setoffs under this Agreement.)

Obligation to Pay for Returnable Packaging. With respect to returnable packaging, the ~~Customer~~ and so long as Supplier cooperates in resourcing, Ford agrees (i) for Component Parts programs that have commenced production prior to the Effective Date, on the date that the Customer begins removing any Inventory purchased pursuant to Section 2.5 of this Agreement, to pay to Supplier the cost for Ford will purchase all returnable packaging associated with the Component Parts being resourced, and the purchase price will be Supplier's cost not previously paid or recovered through the piece price; and (ii) for Component Parts programs not yet in production by Supplier as of the Effective Date, to pay to Supplier the entire amount required to fund Supplier's cost of producing or buying the returnable packaging within ten (10) days after the expiry of the Term, Payment for the returnable packaging will be made before Ford or its designees remove the returnable packaging from Supplier's premises. Upon making such payments (i) ~~Customer~~ Ford shall own such returnable packaging free and clear of all liens and claims, and (ii) ~~Customer~~ Ford will permit Supplier to tag or otherwise conspicuously mark the purchased returnable package as property of ~~Customer~~ Ford.

Obligation to Purchase Inventory.

(a) ~~In the event~~ Upon the earliest to occur (the "Inventory Purchase Trigger Date") of (i) a Resourcing Trigger Event pursuant to which a Customer resources production of a Component Part (as provided in Section 2.1) Parts, (ii) the expiration or termination of the Term (but not in the case of a going concern sale), or (iii) the exercise by a Customer of the Right of Access under the Access Agreement, such

Customer shall purchase from Supplier, free and clear of all liens and claims, all raw materials (including components previously purchased by Supplier) used to manufacture the Component Parts, work in process and finished Component Parts for any Component Part resourced, which at the time of resourcing are both “useable” by such Customer or such Customer’s new source of such Component Parts and in a “merchantable” condition (collectively, the “Inventory”), whether currently in the possession of Supplier or in the possession of a third party (a “Bailee”) holding same for or on behalf of Supplier.

(b) Upon the Inventory Purchase Trigger Date, Supplier shall forthwith provide the applicable Customer and Comerica with a written notice that details the affected Component Parts and the Inventory. If requested by Customer, Supplier will cooperate in conducting a physical inventory of the Inventory as soon as possible following the delivery of such notice. The Customers’ obligations to purchase Inventory from Supplier hereunder shall include the purchase of Inventory from Comerica or its agent or any receiver, if such persons have the authority to sell the Inventory and the Monitor in CCAA Proceeding.

(c) For purposes hereof the term “useable” means all Inventory that is not obsolete, as determined by a Customer in accordance with applicable industry standards for the Inventory at issue, and is reasonably useable by a Customer (or its replacement supplier) in the production of Component Parts in the quantities called for in a quantity equal to the greater of (i) such Customer’s unsatisfied releases and/or firm forecasts to Supplier as of the Inventory Purchase Trigger Date, (ii) the Inventory that was procured in reliance on such Customer’s issued releases that have been delayed, reduced or eliminated, or (iii) firm forecasts by such Customer to Supplier in effect as of the Inventory Purchase Trigger Date. [Inventory Banks build for union contract negotiations] Inventory comprised of steel that was cut specifically for use in connection with a particular Customer’s tool is deemed to be useable. The term “merchantable” means merchantable in conformance with all applicable Purchase Order specifications for the Component Part at issue. The determination of whether Inventory is “useable” and “merchantable” will be made on the later of (i) the date the Inventory Vesting Order (as defined below) is entered, and (ii) the date that the Inventory is made available for delivery to a Customer.

(d) The purchase price of the Inventory will be: (i) for raw materials, ~~90~~100% of Supplier’s actual invoiced cost; (ii) for work in process, 85% of Supplier’s cost, which cost shall be calculated on a percentage of completion basis based on the existing price called for in the Purchase Order related for the Component Part at issue; and (iii) for finished Component Parts, 100% of the existing price called for in the underlying Purchase Order for the Component Part at issue. All prices are F.O.B.

Supplier. Each Customer shall be entitled to a credit against the purchase price of Inventory for the amount of any unrecovered [Material Setoff] or Raw Material Setoff.

(e) The full amount of the purchase price for the Inventory being purchased will be paid by the Customer to the Monitor, to be held in trust for Supplier, prior to any purchased Inventory being delivered to a Customer. Delivery of the purchased Inventory to the Customer, and the release of the purchase price for such Inventory by the Monitor from trust to Supplier, shall each occur without further direction, notice, Order or writing, immediately following the making of an Order (the "Inventory Vesting Order") by the Court directing the release by the Monitor of the full amount of the purchase price to Comerica for account of Supplier and vesting title in the Inventory in the Customer free and clear of all liens, security interests and encumbrances, and, if required, directing any Bailee to deliver up possession of any Inventory in its possession to the Customer, which Order shall be sought from the Court as soon as practicable following the commencement of resourcing by the Customer. Following the making of the Order, Supplier agrees to cooperate with Customer in its taking of possession of the Inventory, including by providing Customer with a right of access to its premises during normal business hours to take possession of and remove such purchased Inventory.

(f) Supplier acknowledges and agrees that upon payment in full by Customer to Supplier for Inventory, Customer shall be the owner of such Inventory and, to the extent that it is being held by Supplier or a Bailee, it is held as bailee-at-will only.

Limitation of Setoffs. Except for "Raw Material Setoffs", "Allowed Setoffs", "Material Setoffs", "Professional Fee Setoffs" and "Tooling Setoffs" (each as defined below), and for the benefit of Comerica only, Customer agrees not to assert any defenses, rights or claims for setoffs, recoupment or deductions of any nature or kind, including in connection with any prior, existing or future defaults under the Purchase Orders or arising under otherwise applicable law, including claims for special or consequential damages.

The term "Raw Material Setoffs" means setoffs, recoupments or deductions for materials supplied directly by, or on behalf of, a Customer to Supplier pursuant to an existing arrangement between Supplier and that Customer under the Customer's raw material or material offload program ("Customer Raw Material Supply Program").

The term "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Supplier, short shipments, misshipments,

premium freight charges (not caused by a Customer), incorrect invoices, mispricing, duplicate payments or billing errors, but excluding any special, incidental or consequential damages.

The term "Material Setoffs" means any payments for raw materials, components or other goods (but not Tooling and not materials that are part of a Customer Raw Material Supply Program) supplied or paid for by a Customer for Supplier's use in manufacturing the Component Parts, for which Supplier and Comerica has received ~~at least two (2) business days'~~ written notice (a "Direct Payment Notice") from the Customer prior to the earlier of delivery, payment or purchase of such raw materials, components or other goods. Material Setoffs may be taken only against the Customer's accounts payable for Component Parts ~~that are invoiced on a date that follows~~ arising at least two (2) business days after the date that a Direct Payment Notice is received by Comerica and only if the Customer provides Supplier and Comerica with proof of such payment or purchase. In the case of any direct payment made by a Customer to a vendor as a result of a vendor's refusal to sell to Supplier, Customer shall not, without Supplier's and Comerica's prior written consent, pay to the material vendor a price in excess of the applicable price set forth in the vendor's agreement with Supplier, unless Supplier cannot ensure ongoing production of Component Parts without interruption unless the increased price is paid. For clarity, there is no notice requirement for Raw Material Setoffs and there is no requirement that a Raw Material Setoff be taken only against accounts generated after notice or delivery of the raw materials.

The term "Professional Fee Setoffs" means the actual and documented professional fees incurred by the Customers during the Term relating to Supplier not to exceed, in the aggregate, the sum of Cdn\$ _____ per month.

The term "Tooling Setoffs" means any payments to Tooling Vendors and/or a party with a valid and existing lien on the subject Tooling (a "Tooling Lien Claimant") for the purchase price of or costs to modify or repair Tooling, or any portion thereof (i) on account of Tooling which is necessary to protect the production of Component Parts for a Customer's production (existing and future) and as to which the payments are necessary to secure the release of Tooling, or (ii) as to which written notice of the amount paid to the Tooling Vendor or Tooling Lien Claimant has been received by Comerica within five (5) business days ~~of such~~ after each such payment. Tooling Setoffs can only be asserted against payables for ~~any~~ Tooling. Notwithstanding the foregoing, the Customer shall not, without the prior written consent of the Monitor, pay to a Tooling Vendor or Tooling Lien Claimant a price in excess of the applicable price set out in an agreement between such Tooling Vendor or Tooling Lien Claimant and Supplier, unless Supplier is unable to timely compel such person to

deliver the Tooling to the Customer or Supplier unless such price is paid, after notice from the Customer to the Monitor, Supplier and Comerica that such Tooling is required to ensure the ongoing production of Component Parts for the Customer without a material interruption in the supply of such Component Parts.

Notwithstanding any of the foregoing: (a) Allowed Setoffs, Professional Fee Setoffs, Materials Setoffs and Raw Material Setoffs may not be taken in relation to any amounts to be paid for returnable packaging pursuant to section [2.4] of this Agreement, Inventory purchased pursuant to section 2.5 of this Agreement, Supplier Owned Tooling purchased pursuant to Section [5.1] of this Agreement, or Designated Equipment purchased pursuant to section [6.1] of this Agreement; (b) in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any invoice delivered to such Customer following the Effective Date; and (c) each Customer may set off or recoup amounts ~~directly~~ against any accounts arising from the shipment of Component Parts or arising from Unpaid Tooling amounts that are owed by Supplier to the Customer for materials received by Supplier from the Customer pursuant to the Customer's Raw Materials Purchasing Program in the ordinary course of business and without limitation. Any Allowed Setoffs or Professional Fee Setoffs which are not taken or prohibited by the aggregate 5% cap may be rolled forward and applied to the future invoices, provided, however, the aggregate 5% cap will still apply to any setoff of each future invoice.

Notwithstanding anything to the contrary in this Agreement, the Customers retain all their respective setoff and recoupment rights (x) for defensive purposes in respect to claims asserted or brought by third parties or a successor trustee receiver in any bankruptcy or insolvency proceedings (but excluding claims against a Customer for amounts owing under the Agreement), and (y) [as to the Unresolved Commercial Issues.]

Obligation to pay sales taxes. Customer shall pay (if not already paid) all applicable federal and provincial sales taxes or deliver such exemption certificates or elections (and Supplier shall cooperate in the preparation or delivery of any such materials) in relation to each of the transactions contemplated under this Agreement.

Waiver of Price-downs. The Customers acknowledge and confirm that during the Term, and in relation to Inventory Purchase under Section 2.5 of this Agreement, the prices to be paid for the Component Parts are not subject to any price-downs not already in effect as at December 15, 2008.

Customer Funding. {TBD}

~~[NTD: CMD to assist in re-drafting this paragraph. The goal is to ensure that SKD will at all times have available sufficient funds by way of cash on hand to fund its operating needs. The goal is to have a structure like the following:~~

- ~~• Agreed budget to be put in place.~~
- ~~• To the extent that Company is forecasted to be in over-advance as per forecast over a period to be determined and calculated per existing formula, OEMs fund to Comerica the full over-advance amount.~~
- ~~• Comerica then funds Company under existing formula/facility/banking system.~~
- ~~• Funding to be allocated among OEMs on basis agreed by OEMs.~~
- ~~• Weekly variance reporting.~~
- ~~• To address director exposure issues, Comerica enters into reimbursement agreement, with amounts to be repaid by Comerica to Company if sufficient assets/proceeds are not available to satisfy obligations under D&O and admin charges.]~~

Language from original draft:

Customers agree during the Term to provide the funding required to fund the Supplier's monthly net operating losses (being net revenue minus expenses, which expenses do not include depreciation) (the "Customer Funding"). The Customer Funding will be allocated to each Customer based on its pro-rata share percentage of estimated sales revenues during the Term relative to the sales revenues of Supplier's other Customers during the Term. Schedule ~~◆~~ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ~~◆~~, but shall be funded in advance based on the anticipated funding requirements for the calendar month (the "Estimated Monthly Amount"), with the first Estimated Monthly Amount being paid on the Effective Date (for the period to and including January 31, 2009) and the remaining Estimated Monthly Amounts thereafter being paid on or before the 20th day of the month, from and including February 20, 2009 to and including May 20, 2009 (for the period to and including June 30, 2009). Payment of the Customer Funding shall be in addition to any amounts to be paid in relation to the building of an Inventory Parts Bank (as defined below) and any other amounts payable pursuant to this Agreement.

Language from Customers' draft:

- (A) The Customers agree during the Term to provide the funding required to fund the lesser of (i) Supplier's net cash losses (being net revenue minus necessary cash expenses, which expenses do not include depreciation and other non-cash expenses, or interest costs on related ~~part~~**party** obligations and other non-essential expenses) pursuant to the **budget attached as Exhibit (the "Budget")** or (ii) the actual overformula funding requirements **in accordance with the Budget** (the "Customer Operations Funding"), ~~through the purchase of subordinated participations in Comerica's working capital financing. Schedule ~~◆~~ is attached to this Agreement as an indication of the currently estimated amount of the Customer Funding required during the Term. The amount of the Customer Funding will be subject to adjustment and variance as set forth on Schedule ~~◆~~. Upon the Effective Date, the Customers shall make their initial purchase in Comerica's working capital financing in the aggregate amount of \$_____.~~ Additional purchases in a subordinated participation from Comerica will be made weekly by each of the Customers based on the anticipated funding requirements for the following week. Payment of the Customer Funding shall be in addition to any Parts Bank Costs (as defined below), vendor hostage payments and launch costs which shall be borne by each Customer, and any other amounts payable pursuant to this Agreement.
- (B) The Customer Operations Funding shall be made available through the purchase of subordinated participations in the direct borrowings of Supplier under the Comerica Facilities, pursuant to the terms of a Subordinated Participation Agreement to be entered into between Supplier, Comerica and the Customers.**
- (C) The Customer Operations Funding will be paid by the Customers to Comerica on a weekly basis concurrent with the commencement of the Term pursuant to the Company's estimated operating needs for the immediately forthcoming week period (the "Interim Operating Budget"). Comerica will lend the aforementioned Customer Operations Funding to Supplier, as out-of-formula loans are required, consistent with the Budget, [but with a permitted variance in respect of aggregate disbursements from those set forth in the Budget for any week on a rolling net basis of up to five (5) percent.] Any funds not required for disbursement during a weekly period will be contributed to the Customer Operations Funding requirements for the immediately following week.**

(D) The allocation of the Customers Operations Funding will be among Customers on a basis agreed upon as among the Customers.

(E) Supplier will provide the Customers weekly variance reporting; and

(F) The Customer Operations Funding shall be in addition to any (i) Parts Bank Costs (as defined below), (ii) vendor hostage payments not covered in the Budget, and [(iii) program launch costs, each of which shall be borne by the applicable Customer,] (the "Individual Customer Funding Events"). Supplier shall not use Customer Operations Funding for payments to be covered pursuant to Individual Customer Funding Events, which each Customer agrees will be funded to Supplier in advance of any obligations being incurred by Supplier, upon identification of an Individual Customer Funding Event.

3. Supplier's Obligations.

Cash Management. Supplier agrees to use its best efforts to minimize expenses through cash management and conduct its operations in accordance with the Budget. Supplier shall provide the Customers actual to budget ~~budget~~ **Budget** data on a weekly basis.

Continue to Manufacture. Provided that Supplier has sufficient funding and Customers are otherwise complying with their obligations in all material respects under this Agreement, during the Term Supplier will continue to manufacture and deliver Component Parts from and after the Effective Date in accordance with Purchase Orders outstanding as of the Effective Date, Purchase Orders issued after the Effective Date and any new awards entered into during the Term. The terms and conditions of the Purchase Orders shall remain in full force and effect; provided, however, in the event of any inconsistency between the terms of this Agreement and the terms of the Purchase Orders, the terms of this Agreement will control.

Inventory Bank. At a Customer's request, during the Term Supplier will use commercially reasonable efforts to create an inventory parts bank of Component Parts currently in production (the "Inventory Parts Bank"), subject to the limitations set forth below. At Customer's cost, Supplier will ship the Inventory Parts Bank to the Customer's designated location as it is produced and Customer will pay for same at the prices provided for in the applicable Purchase Order, on the payment terms set forth in Section [2.2(c)]. Such requirement of Supplier to create an Inventory Parts Bank will be subject to the following: (i) sufficient funding; (ii) capacity, including labour capacity, and time limitations (e.g., machine capacity,

manpower limitations and dunnage and material availability, including equitable allocation of resources with respect to requests from Customer); (iii) availability of raw materials, and (iv) the Customer otherwise being in compliance with this Agreement. From and after the date that Customer requests an Inventory Parts Bank, Supplier will promptly notify Customer of any issues that would prevent Supplier's ability to manufacture and deliver the Inventory Parts Bank. Customer shall pay for all documented incremental costs associated with producing the Inventory Parts Bank, such as overtime premiums, packaging and additional Tooling.

Access to Books and Records. Supplier agrees that each Customer and its respective designee(s), agent(s) and representative(s) will have access to Supplier's books, records, management and operations during regular business hours, upon reasonable request and prior notice, for the sole purposes of (a) inspecting and, if permitted by Section 2.1, resourcing all Tooling involved with production of the Component Parts, (b) monitoring production of the Component Parts, (c) meeting with Supplier's representatives, and (d) monitoring Supplier's compliance with the terms of this Agreement, the Purchase Orders and the Access Agreement (referenced below). Supplier further agrees to provide each Customer with its cash flow projections as filed with the Court from time to time. Notwithstanding the foregoing, Supplier shall not be required to provide access to any books, records or other information that is subject to privacy legislation or confidentiality obligations.

Resourcing. In the event that the Customer resources under Section 2.1, and provided that Customer is otherwise in compliance with this Agreement, Supplier will use its commercially reasonable efforts to cooperate with the Customer in resourcing production of the Component Parts, including, without limitation, by providing the Customer and its respective agents, representatives, designees, consultants, officers and employees, with reasonable access to Supplier's then remaining officers and employees, and to any of Supplier's books and records (including tool prints, tool drawings and other documents), tool line-ups or tool processing sheets, tool or other drawings or any other engineering, design and technology information, PPAP packages, test reports, books or other PPAP documents, packaging instructions or like information in its possession or control, necessary for the Customer to resource production of its Component Parts.

Access Agreement. Simultaneously with the execution of this Agreement, Supplier will execute the Access Agreement attached as Exhibit ◆ to this Agreement.

Agreement Approval. Contemporaneous with commencement of the CCAA Proceeding, Supplier shall seek the approval of this Agreement, the

Access Agreement and the Customer funding contemplated under this Agreement in the CCAA Proceeding.

License. Notwithstanding anything in this Agreement to the contrary, and effective upon all payments being made by a Customer to Supplier in accordance with this Agreement, in the event of a Customer's resourcing under this Agreement, Supplier will grant to such Customer and its assignee(s) or designee(s) an (a) irrevocable, fully paid, worldwide non-exclusive license to the Intellectual Property (defined below) owned by Supplier related to the production of resourced Component Parts, and (b) an irrevocable sublicense to the Intellectual Property licensed to Supplier (to the extent that Supplier has the right to grant sublicenses therein) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the resourced Component Parts for a Customer. The non-exclusive license granted in (a) and (b) of the immediately preceding sentence shall extend to a Customer's existing Purchase Orders (including in the production of new vehicles by a Customer), and service obligations for used Customer vehicles. Any license granted pursuant to this Section shall also apply to any new model year changes, refreshes or follow-on platforms and programs incorporating the Intellectual Property. This Section is not intended to limit or otherwise restrict any rights granted to a Customer in the Purchase Orders or any other agreement, but is intended to expand those rights.

The term "Intellectual Property" means (a) all currently existing registered and applied-for intellectual property owned by Supplier (including, but not limited to, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (b) all agreements for intellectual property licensed to Supplier and (c) any other intellectual property used to produce Component Parts (whether or not the intellectual property is identified, including, but not limited to, unregistered copyrights, inventions, discoveries, trade secrets and designs, regardless of whether such items are registerable or patentable in the future, and all related documents and software), that are used in or to produce any Component Parts that Supplier directly or indirectly sells to an Customer.

Other Customer Accommodations. Supplier will use commercially reasonable efforts to obtain the agreements of each of Supplier's other customers who require continuing production from Supplier during the Term, to provide substantially similar to the accommodations provided by the Customers in Section 2.1 to 2.9 of this Agreement. Instead of providing funding through the purchase of subordinated participation as provided by the Customers in Section 2.0, other customers will provide their funding in the form of surcharges or piece price increases with a

similar net economic affect as that being provided by the Customers. From and after the Effective Date, Supplier will not enter into an agreement (or modify or amend an existing agreement) with any other customer on terms that are more favorable to such other customer in any material respect than the terms and conditions described herein without the consent of the Customers.

Sale Milestones. Supplier shall undertake a sale process (the "Sale Process") to attempt to effectuate a going concern sale of its business to a Qualified Buyer (as defined below). Supplier agrees to conduct the Sale Process in accordance with the following milestones (each, a "Sale Process Milestone", or collectively, the "Sale Process Milestones"):

- (a) Court Approval of the Sale Process. Obtain Court approval of the Sale Process within ten (10) days of commencement of the CCAA Proceeding;
- (b) Purchase Agreement. Obtain, by no later than ~~five (5) weeks after the initial order under the CCAA Proceeding,~~ **February 16, 2008,** one or more Purchase Agreements to sell Supplier's assets to a Qualified Buyer (as defined below);
- (c) Court Approval of the Purchase Agreement. Obtain, by ~~no later than six (6) weeks after the initial order under the CCAA Proceeding~~ **February 23, 2008,** approval of the Purchase Agreement to sell Supplier's assets to a Qualified Buyer (as defined below); and
- (d) Close; Implementation. By no later than February 28, 2009, close the sale of Supplier's assets to a Qualified Buyer.

For purposes of this Agreement, a "Qualified Buyer" means a buyer who is acceptable to Supplier and Comerica and who demonstrates to the reasonable satisfaction of the Customers wishing to continue production with such buyer that it: (a) possesses the financial capabilities, business plan and management structure to effect the acquisition of and operation of the facilities, in the opinion of the applicable Customer; (b) fits the applicable Customer's strategic purchasing plan; and (c) unless otherwise agreed to by the applicable Customer, would agree to assume all of the original Purchase Orders, without any modification that may have been provided to Supplier pursuant to this Agreement or other modification unless otherwise agreed to by the applicable Customer. Subject to the execution of confidentiality agreements in form and substance mutually agreeable to Supplier, Comerica and the Customers, Supplier will provide the Customers with regular updates on the status of the Sale Process and will provide to the Customers copies of all offering memoranda and

executed copies of asset purchase agreements received from prospective buyers.

Appraisal. Within 15 days following the commencement of the CCAA Proceeding, Supplier shall engage [◆] (the "Appraiser"), being an appraiser acceptable to Supplier, Comerica and the Customers, to conduct a valuation, on an orderly liquidation basis, of Supplier's machinery and equipment.

4. **Comerica Accommodations.**

Financing. Comerica will enter into a Forbearance Agreement substantially in the form attached as Exhibit A, containing, without limitation, the following commitments:

(A) not to institute borrowing base reserves inconsistent with its loan documents and prior practices; provided, however, Comerica will be permitted to permanently reduce the Comerica Indebtedness to the extent of the proceeds of the sale of any equipment or Supplier Owned Tooling;

(B) not to modify the definition of eligible inventory or accounts receivable;

(C) forbear during the Term from commencing any enforcement action with respect to Supplier's real or personal property;

(D) Financing. During the Term, Comerica will (a) not institute borrowing base reserves inconsistent with its loan documents and prior practices, or (b) modify the definition of eligible inventory or accounts receivable. During the Term, Comerica will forbear from commencing any enforcement action with respect to Supplier's real or personal property and provide funding to Supplier in accordance with the terms of the Forbearance Arrangements which will include in-formula working capital financing. Comerica will increase its **increase in** advance rates under its working capital facility with Supplier to (a) 75% on eligible Customer-related inventory (all Inventory subject to Section 2.5 of this Agreement is deemed eligible), (b) 75% on any other eligible inventory that other customers agree to buy back on terms reasonably acceptable to Comerica, (c) 90% on eligible accounts receivable generated during the Term under the Purchase Orders, and (d) 90% on eligible accounts receivable generated during the Term under purchase orders from other customers who agree to limit set offs on terms reasonably acceptable to Comerica. In addition, Comerica shall provide an out-of-formula working capital facility based upon projected cash requirements, participated in by the

~~Customers. Comerica shall have no funding responsibility for the out-of-formula loans until the participating Customers advance funds to Comerica and Comerica's responsibility then shall be limited to the amount advanced to Comerica by the Customers. The out-of-formula loans will be subordinate in terms of repayment to the in-formula loans. Further, when the CCAA Proceeding is commenced during the Term, subject to entry of financing orders, in form and substance acceptable to Comerica, Comerica will provide post-petition financing on terms reasonably equivalent to those set forth in the Forbearance Arrangements.~~

~~(E) provide an out-of-formula working capital facility based upon projected cash requirements, participated in by the Customers in accordance with the Subordinated Participation Agreement; and~~

~~(F) when the CCAA Proceeding is commenced during the Term, subject to entry of financing orders, in form and substance acceptable to Comerica, provide post-petition financing on terms reasonably equivalent to those set forth in the Forbearance Arrangements.~~

Access Agreement Consent. Comerica consents to the Access Agreement granted in Section 3.5 and attached as Exhibit ◆ to this Agreement and agree to memorialize such consent by signing and delivering Schedule ◆ to the Access Agreement.

Tooling Acknowledgement and Option Consent. Comerica consents to the Tooling Acknowledgement and Option and terms thereof set forth in Sections [5 and 6] of this Agreement.

5. **Tooling Acknowledgment.**

For purposes of this Agreement, the term "Tooling" means all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, cavities, molds and documentation regarding same, including engineering specifications, PPAP books, drawings and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto that are necessary for the manufacture of Component Parts for a Customer, whether now or in the future. Tooling consists of three subcategories: "Customer Tooling"; "Unpaid Tooling"; and "Supplier Owned Tooling". The term "Customer Tooling" means all Tooling that is not Unpaid Tooling or Supplier Owned Tooling (each as defined below). Customer Tooling is held by Supplier as a bailee-at-will and, to the extent held by a third party, is held by such third party as a bailee-at-will.

The term “Unpaid Tooling” means Tooling manufactured for a Customer for which such Customer (or its sub-supplier) has not made full payment under the applicable Purchase Order or agreement with Supplier. Upon payment by a Customer of the applicable tooling purchase order price for any item of Unpaid Tooling, such item will thereafter be included in the definition of Customer Tooling. Subject to the provisions of Sections [2.3 and 5.4] of this Agreement, nothing in this Agreement modifies the Customer's payment obligations to Supplier on account of Unpaid Tooling. The term “Supplier Owned Tooling” means Tooling which is used to make Component Parts for a Customer but is not the subject of a purchase order or agreement with Supplier.

Attached as Schedule ◆ is a list of Unpaid Tooling that has been completed and for which PPAP has been completed or is in process. Schedule ◆ sets forth, for each items of Unpaid Tooling, the amount Supplier believes is owed, the amounts, if any, Supplier has been paid as of the Effective Date by Customer on account thereof, and the status of the PPAP in relation to such Unpaid Tooling. Attached as Schedule ◆ is a list of all Supplier Owned Tooling.

Any Tooling not contained on the above tooling schedules (the “Tooling Schedules”) shall be deemed Customer Tooling. The Customers and Comerica shall have fifteen (15) days after the Effective Date} to supplement or object to any items contained on the Tooling Schedules. A party failing to supplement or object during this period shall be deemed to accept and consent to each of the Tooling Schedules.

Neither Supplier, nor any other person or entity other than the applicable Customer (or its affiliates) will have any right, title or interest in Customer Tooling other than Supplier’s ability to utilize the Customer Tooling in the manufacture of the Customer’s Component Parts. Supplier acknowledges that upon the right of a Customer to resource under Section 2.1 above, Customer, or its designee(s), will have the right to forthwith enter the premises of Supplier and take possession of any and all Customer Tooling and Supplier, and Comerica (if it has control of Supplier’s premises), agrees to cooperate with such Customer in such Customer’s taking possession of Customer Tooling and provide the applicable Customer or its designee(s) with such access to Supplier’s premises; provided, however, the Customers will not interfere with Supplier’s ongoing operations when removing the Customer Tooling, will use skilled workers or third parties, having adequate insurance coverage, in the removal of the Customer Tooling, will take reasonable and prudent care not to damage any machinery or equipment of Supplier or another customer in the process of such removal. Supplier also agrees to provide reasonable access to the Customers, or their nominee(s), during normal business hours, to affix any plate, stamp, tag, marking or other evidence of the Customers' ownership upon each item of Customer Tooling.

~~Supplier acknowledges that, upon the right of a Customer to resource under Section 2.1 above, upon payment by Customer to Supplier of the amount payable under the applicable tooling purchase order for any item of Unpaid Tooling, or, in respect of any incomplete Unpaid Tooling, by deducting from the tooling purchase order price the cost of completion, including any costs incurred by the Customer relating to the completion of PPAP incurred outside of the normal course of business (as such costs are determined by the Customer and Supplier, acting reasonably, and, in the absence of such agreed determination, by the Court in the CCAA Proceeding), less any amount previously paid by Customer to Supplier on account thereof, such item shall thereafter be included in the definition of Customer Tooling under this Agreement and treated as such. Comerica agrees not to challenge Customer's ownership or rights to Customer Tooling, subject to the rights to challenge any of the lists described in [Section 5.2] of this Agreement.~~

In the event of a dispute between Supplier and a Customer over whether any Tooling is Customer Tooling, Unpaid Tooling or Supplier Owned Tooling arises, the matter shall be submitted to the Court in the CCAA Proceeding for expedited resolution. The Customer will have the right to take possession of the Tooling subject to the dispute (the "Disputed Tooling"), provided that the full amount claimed due by Supplier for the Disputed Tooling, determined in accordance with ~~this Section 5,___~~, in the case of Tooling that Supplier asserts is Unpaid Tooling, and determined in accordance with Section 6 of this Agreement, in the case of Tooling that the Supplier asserts is Supplier Owned Tooling, is paid to the Monitor, to be held in trust for Supplier (or Customer, if the dispute is resolved in Customer's favour), prior to Customer taking possession of any Disputed Tooling. Pending resolution of the dispute, the Disputed Tooling will remain subject to any liens and security interests of Supplier and Comerica, notwithstanding Supplier's relinquishment of possession, which shall not be deemed or construed to be a release of such rights. Any disputes in relation to funds held in trust shall be dealt with in accordance with Section [13.10] of this Agreement.

6. Purchase of Supplier Owned Tooling and Designated Equipment.

Supplier Owned Tooling. Each Customer (or affiliate of a Customer) reserves the right and is granted an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any or all Supplier Owned Tooling used in the production of its Component Parts. The purchase price of Supplier Owned Tooling shall be the Supplier's unamortized cost allocated on the lesser of (a) ~~the remaining useful life of the Supplier Owned Tooling in question (perishable tooling may not exceed one (1) year),~~seven years or or (b) the remaining production life of the vehicle program. Upon a Customer's purchase of and payment for an item of Supplier Owned Tooling, such item will

thereafter be Customer Tooling. Comerica does not object to and will not oppose the exercise of such option, and upon payment of the purchase price to Comerica on Supplier's account required under this Section, will release any lien it has in the purchased Supplier Owned Tooling. Supplier acknowledges that the foregoing price to be paid for the applicable Supplier Owned Tooling constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. The option will expire ~~twenty-one (21)~~ fifteen (15) days after the expiration of the Term unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment to Comerica on account of Supplier of the applicable price, a Bill of Sale for the Supplier Owned Tooling will be delivered by Supplier to the Customer.

Designated Equipment. Supplier grants to the Customer or its assignee(s) or designee(s) (the "Purchaser") an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any of the machinery and equipment owned by Supplier and used exclusively to produce Component Parts for that Customer or machinery and equipment not used exclusively to produce Component Parts for an individual Customer but for which each Customer who relies on that machinery and equipment consents (the "Designated Equipment"). The purchase price of ~~the~~ each piece of Designated Equipment shall be paid to Comerica on Supplier's account in cash, in an amount equal to the greater of (i) 85% of net book value as determined by Supplier's books and records, if it can be determined, or (ii) 100% of its appraised orderly liquidation value as ~~determined by the Appraiser~~ determined in accordance with an appraisal performed by an appraiser approved by all Parties (the "Option Price"). Comerica does not object to, and will not oppose the exercise of such option, and, upon payment of the purchase price to Comerica on account of Supplier as required under this Section, will release any lien it has in the purchased Designated Equipment. Supplier acknowledges that the foregoing price to be paid for the applicable Designated Equipment constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. This option will expire ~~21~~ fifteen (15) days thereafter unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Designated Equipment will be delivered by Supplier to the Customer.

Upon exercise of the foregoing options and payment of the applicable price to Comerica on account of Supplier, the Purchaser shall, subject to

the provisions of this [Section 6.3], be entitled to take possession of the purchased Supplier Owned Tooling and Designated Equipment. The obligations of the Purchaser to complete the purchase of any Supplier Owned Tooling or Designated Equipment, and the obligations of Supplier to convey, shall be subject to the aforesaid payments having been fully made, without setoff, recoupment or deduction, and an Order being obtained from the Court vesting title in and to the Supplier Owned Tooling and/or Designated Equipment in the Purchaser free and clear of all liens and security interests. Purchaser shall be entitled following the making of such Order, without further payment of any kind to own, operate, use and enjoy, sell, assign, transfer and/or convey the same. Supplier hereby agrees to cooperate with the Purchaser in its taking possession and control of such Supplier Owned Tooling and Designated Equipment upon completion of the purchase transaction. If requested by Purchaser, upon exercise of the option and payment of the applicable price, a Bill of Sale by Supplier in respect of such Supplier Owned Tooling and Designated Equipment will be delivered to the Purchaser.

7. **Events of Default.**

The occurrence of any one or more of the following at any time during the Term will be "Events of Default", or individually, an "Event of Default", hereunder unless a waiver or deferral thereof is agreed to in writing, in each instance, by the applicable Customer or Customers, and Comerica:

~~(a)~~ Exclusive of breaches by Supplier that are the result of a breach of this Agreement by the applicable Customer, Supplier materially breaches its obligations to a Customer under this Agreement, the consequences of which breach is a substantial likelihood that such Customer's production will be interrupted;

~~(b)~~ Supplier repudiates or materially breaches its obligations under the Purchase Orders to a Customer, other than arising from a material breach by a Customer under this Agreement or the Purchase Orders or a material breach by a directed-buy supplier to Supplier, the consequence of which is a substantial likelihood that such Customer's production will be interrupted;

~~(c)~~ the terms of this Agreement are modified or superseded by an Order made by the Court in the CCAA Proceeding or by any plan of arrangement filed by Supplier or any other Canadian insolvency proceeding; or

~~(d)~~ the Customers are requested by Supplier or required to contribute any additional accommodations other than those set forth in this Agreement.

8. **Customer Defaults.** In the event that a Customer fails to perform its obligations to Supplier under this Agreement including, without limitation, its failure to make any payments contemplated hereunder as and when due, and such failure is not cured within five (5) business days after written notice to the respective Customer, Supplier shall have no continuing obligations to such Customer hereunder. For clarity, during the five (5) business day cure period set forth in the foregoing sentence, Supplier shall not be relieved from any of its obligations set forth in this Agreement and, **subject to adequate financing,** must continue to manufacture and deliver Component Parts to the Customer.
9. **Disputes.** Except as otherwise provided for herein, any disputes as to the payment of amounts claimed due under this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled within thirty (30) days of the date payment is otherwise due under this Agreement. Except as otherwise provided herein, any other disputes relating to this Agreement shall be shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled on an expedited basis.
10. **Reservation of Rights.** Except to the extent expressly provided in this Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, any other agreements between the parties or otherwise applicable law, and the parties expressly reserve all such claims, rights and remedies they have under this Agreement, any Purchase Orders, any other agreements between the parties and/or otherwise applicable law.
11. **Confidentiality.** ~~Supplier, each Customer and Comerica agree that they will not disseminate, disclose or communicate, either directly or indirectly, any of the information contained in this Agreement to any outside party other than its respective employees, professional advisors and shareholders and its other secured creditors, provided that such outside party is provided with knowledge of and is subject to this same confidentiality provision. Supplier and each Customer will, in good faith, take all steps necessary to ensure that the contents of this Agreement are kept secret and confidential. Notwithstanding the foregoing, Supplier shall be permitted to disclose this Agreement to the Monitor appointed in the CCAA Case and to file a copy of this Agreement in any materials relating to the CCAA Proceeding.~~ **[Intentionally Omitted].**
12. **Notice.** Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly given if mailed, delivered by hand or sent by facsimile or e-mail delivery to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or sent, and if mailed, will be deemed to be given three (3) days following the date of mailing. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Supplier:

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to:

Lang Michener LLP
Brookfield Place, 181
Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Sheryl E. Seigel
Facsimile: (416) 365-1719
Email: sseigel@langmichener.ca

If to Comerica:

Comerica Bank

One Detroit Center
500 Woodward Avenue, 4th Floor
Detroit, MI 48226
Attention: **James L. Embree**
Facsimile: **(313) 222-1244**
E-mail: **jlembree@comerica.com**

With a copy to:

Bodman LLP _____
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
Attention: Ralph E. McDowell _____
Facsimile: (313-) 393-7579 _____
E-mail: rmcowell@bodmanllp.com

If to Chrysler: Chrysler LLC
800 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326
Attention: Sigmund Huber
Director, Supplier Relations
Facsimile: (248) 512-1771
Email: seh43@chrysler.com

With a copy to: Chrysler LLC
CIMS 485-14-78
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766
Attention: Kim R. Kolb
Senior Staff Counsel
Facsimile: (248) 512-1771
Email: krk4@chrysler.com

And: Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226
Attention: James A. Plemmons
Facsimile: (313) 223-3598
Email: jplemmons@dickinsonwright.com

And: Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario, Canada
M5H 3Y4
Attention: Craig J. Hill
Facsimile: (416) 361-7301
Email: chill@blgcanada.com

If to Ford: Ford Motor Company
Building 3
20100 Rotunda Drive
Number 3A041
Dearborn, Michigan 48124
Attention: Bill Strong
Facsimile: (313) 206-7044

Email: wstrong@ford.com

With a copy to: Ford Motor Company
One America Road
World Headquarters
Suite 416
Dearborn, Michigan 48126
Attention: Daniella Saltz
Facsimile: (313) 322-3804
Email: dsaltz@ford.com

And: Miller Canfield Paddock and Stone, PLC
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Attention: Stephen S. LaPlante
Facsimile: (313) 496-8478
Email: laplante@mcps.com

If to Honda: Honda of America Mfg., Inc.
North American Purchasing Office
21001-A State Route 739
Raymond, Ohio 43067
Attention: Bryan Clay
Facsimile: (937) 645-7401
Email: Bryan_Clay@ham.honda.com

With a copy to: Joseph F. LaFleur, Esq.
Honda of America Mfg., Inc.
24000 Honda Parkway
Marysville, Ohio 43040-9251
Facsimile: (937) 644-6583
Email: Joe_LaFleur@ham.honda.com

And Robert A. Bell, Jr.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43216-1008
Facsimile: (614) 719-5169
E-mail: rabell@vorys.com

13. **General Terms.**

This Agreement together with the other documents executed in connection herewith, including the Access Agreement and the Purchase Orders, constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. In the

event of any inconsistency between the terms of any purchase orders and this Agreement, the terms of this Agreement shall govern.

The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.

Supplier and the Customers may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties including any purchasers of Supplier's assets including, without limitation, other customers of Supplier (other than affiliates of a Customer).

No delay or failure of any party to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.

Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

Supplier and the Customers agree that they will not enter into any other arrangements or agreements that would in any way materially impair their respective rights under this Agreement.

Nothing in this Agreement will be interpreted to constitute Supplier, Comerica or any Customer as agent for any other party to this Agreement for any purpose.

Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Comerica loan documents or Comerica Security, which terms and conditions will otherwise remain in full force and effect.

This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or electronic transmission in "pdf" format, and that facsimile signatures or signature provided in pdf format will be treated as originals for all purposes.

Customer shall pay any amounts in dispute under sections [2.1(b), 2.2(b), 5.5, 5.6 and 6.1] of this Agreement to the Monitor and the Monitor shall hold such amounts in trust for the Supplier or Customer, as each or either is ultimately determined to be entitled thereto, to be released only (i) with

the written consent of the Customer, Supplier and Comerica, or (ii) pursuant to an Order of the Court. The Customer, Supplier and Comerica agree to resolve any such disputed matters expeditiously. If any dispute is not forthwith resolved, any of Supplier, a Customer, Comerica and the Monitor, may seek resolution as set forth in Section 9 of this Agreement.

This Agreement is made in Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.

14. **REPRESENTATIONS.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

15. **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

[signatures on next page]

[signature page to Accommodation Agreement]

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation

print name

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**

By: _____
I have authority to bind the NMC Canada,
Inc.

print name

COMERICA BANK

By: _____
I have authority to bind the Corporation

print name

By: _____
I have authority to bind the 2515080 Nova
Scotia Company

print name

**Each of undersigned consent and agree to all terms and conditions of the foregoing
Accommodation Agreement.**

SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP

By: PL International Corporation
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

SKD COMPANY

By: 2515080 Nova Scotia Company
Its: General Partner

By: _____
John Chen
Its: Vice President

“GUARANTORS”

NMC CANADA INC.

By: _____
Vytas Ambutas
Its: Secretary

SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

By: _____
John Chen
Its: Vice President/Treasurer

SKD, L.P.

By: Quincy Holdings, Inc.

Its: General Partner

By:

Vytas Ambutas

Its: Secretary

2515080 NOVA SCOTIA COMPANY

By:

John Chen

Its: Vice President

EASSA MEXICO, S. DE R.L. DE C.V.

By:

John Williams

Its: Treasurer

SKD DE MEXICO, S. DE R.L. DE C.V.

By:

John Chen

Its: Treasurer

NMC CANADA INC.

By:

Vytas Ambutas

Its: Secretary

DETROIT 22624-633 1071393v2
DETROIT.3463137.1

ACCOMMODATION AGREEMENT

This Accommodation Agreement (this "Agreement"), by and among SKD Company ("Supplier"), Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") and Comerica Bank ("Comerica"), is entered into on ◆ __, ◆ (the "Effective Date").

RECITALS

A. Pursuant to various commitments, purchase orders, supply agreements and/or releases issued by each Customer and accepted by Supplier (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Supplier is obligated to manufacture, and each Customer is obligated to pay for, each Customer's requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part").

B. Supplier is currently indebted in the aggregate principal amount of \$◆ million (the "Comerica Indebtedness") pursuant to certain credit facilities provided by Comerica to Supplier and SKD Automotive Group, Limited Partnership (the "Comerica Facilities"). To secure the Comerica Indebtedness, Comerica has been granted security over the real and personal property and assets of Supplier (the "Comerica Security").

C. The Comerica Facilities have matured, but Comerica has agreed to enter into forbearance arrangements with Supplier and its affiliates, provided that arrangements acceptable to Comerica can be entered into between Supplier and the Customers (the "Forbearance Arrangements").

D. As a result of Supplier's financial difficulties, Supplier will commence a proceeding (the "CCAA Proceeding") under the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (the "Court"). Supplier has requested that the Customers provide financial and other accommodations to Supplier during the CCAA Proceeding, and the Customers have requested that Comerica and Supplier provide certain assurances and acknowledgements to the Customers regarding, among other things, Supplier's ongoing production of Component Parts for the Customers.

E. The financial advisor to Supplier, Conway MacKenzie, Inc., and RSM Richter Inc., the proposed court-appointed monitor in the CCAA Proceeding (the "Monitor"), are working with Supplier to consider alternatives to restructure Supplier's business, that will include a sales process (the "Restructuring Process").

F. Supplier has requested the Customers to provide certain financial and other accommodations to Supplier during the Restructuring Process. Similarly, due to the concerns and uncertainties surrounding Supplier's financial condition, Comerica and the Customers have requested certain acknowledgements and agreements from Supplier and each other to induce Comerica and the Customers to provide those accommodations. Upon and subject to the terms

of this Agreement: (i) the Customers have agreed to provide certain assurances and acknowledgements to Supplier and Comerica; (ii) Supplier has agreed to provide certain assurances and acknowledgements to the Customers, and (iii) Comerica has agreed to provide certain assurances and acknowledgements to the Customers.

G. Supplier and the Customers are parties to an Access and Security Agreement of even date herewith ("Access Agreement").

H. References in this Agreement to paragraphs or sections, unless otherwise noted are references to paragraphs or sections of this Agreement.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the earliest of (a) February 28, 2009, (b) the closing of the sale of Supplier's business as a going concern to a Qualified Buyer (as defined below), (c) an Event of Default (defined below), (d) Comerica ceases to provide financing to Supplier during the Restructuring Process, and (e) Comerica commences any enforcement action with respect to a material portion of Supplier's real or personal property constituting collateral.

2. **Customers Accommodations.**

2.1 **Resourcing.**

(a) Except as provided in this Section 2.1, during the Term of this Agreement the Customers will not resource the production of Component Parts from and after the Effective Date, including the resourcing of any awarded business that is not yet in production. "Resource" means (i) any activity of a Customer that results in a Component Part produced by Supplier being purchased by a Customer from some other source during the Term, or (ii) the engineering and development or manufacture of a Component Part not yet in production, being transferred by Customer from Supplier to a replacement source during the Term. The foregoing limitation, however, does not include or prohibit (i) changes in releases due to normal business fluctuations, (ii) cessation of production due to product or vehicle cancellations (excluding cancellations or modifications to enable resourcing), (iii) a Customer taking action to prepare for resourcing including, without limitation, entering into discussions and negotiations with third parties regarding the production of the Component Parts by another source, or (iv) a Customer purchasing sample or prototype Component Parts from another source. Supplier will provide reasonable assistance with such preparatory actions, including, upon being provided with advance notice, providing reasonable access to Supplier's

facilities during normal business hours to a potential alternative supplier and/or its agents and representatives. Customers shall pay to Supplier in advance, as required by Supplier from time to time, an estimate of Supplier's reasonable incremental costs, as agreed to by Supplier and Customers, in relation to the preparation and removal activities of Customers in relation to any resourcing activities, subject to final reconciliation, upon completion of the preparation and removal activities, of all such incremental costs.

(b) In the event that Supplier and Comerica determine that no sale of the business of Supplier or plan of arrangement under the CCAA will be successfully concluded, Supplier shall forthwith provide notice to the Customers in writing (the "Resourcing Notice").

(c) Upon Supplier's failure to meet a Sale Process Milestone (defined below) or after receipt of a Resourcing Notice (the "Resourcing Trigger Event"), the Customer may resource one or more Component Parts provided that the Customer has paid in full, subject to any setoffs allowed under Section 2.6, all then existing accounts owing to Supplier for production of any and all Component Parts and has paid for all Unpaid Tooling in accordance with Section 2.2(d) below.

2.2 Expedited Payments.

(a) Undisputed Accounts Payable. Each Customer and Supplier acknowledges that, as of the Effective Date, in accordance with its records, each Customer is indebted to Supplier in the amounts set forth on the attached Schedule A (Chrysler), Schedule B (Ford), and Schedule C (Honda) for Component Parts and for Unpaid Tooling purchased by the Customer for which PPAP has been completed (collectively, the "Undisputed Accounts Payable"). Each Customer agrees:

- (1) to pay to Comerica for account of Supplier within two (2) business days after the Effective Date, all Undisputed Accounts Payable arising from the shipment of Component Parts that were due and owing prior to the Effective Date; and
- (2) to accelerate and to pay to Comerica for account of Supplier all other Undisputed Accounts Payable arising from the shipment of Component Parts within ten (10) days after the Effective Date.

The payment made hereunder will be net of any setoffs allowed under Section 2.6 below.

(b) Unresolved Payables and Commercial Issues. Schedule A, Schedule B, and Schedule C (collectively, the "Schedules") contain particulars of claims for any unresolved accounts payable existing as of

the Effective Date between Supplier and each respective Customer (the "Unresolved Accounts Payable"), as well as claims for any unresolved commercial issues between Supplier and each Customer (the "Unresolved Commercial Issues"). Supplier and the applicable Customer agree to work in good faith to resolve and, if applicable, make payment of amounts outstanding in relation to any Unresolved Accounts Payable issues within fifteen (15) days following the Effective Date (the "Payables Resolution Period") and any Unresolved Commercial Issues within thirty (30) days following the Effective Date (the "Unresolved Commercial Issues Resolution Period"). At the expiry of the Unresolved Commercial Issues Resolution Period any remaining Unresolved Commercial Issues shall be determined by the Court at a hearing to be forthwith scheduled after submission of an appropriate motion by Supplier.

(c) Payables Following the Effective Date. Except as otherwise provided in this Agreement, each Customer shall manage its payables process such that all amounts owing to Supplier from a Customer arising during the Term for such Customer's purchase of Component Parts shall be paid on a "net immediate" basis but, on average, no later than ten (10) business days after recognized in the Customer's accounts payable system. Each Customer will be entitled to a 1% early pay discount on account of the net amount of any payment made in accordance with this Section 2.2(c) (which early pay discount shall only apply in the event of a net amount being payable by a Customer to Supplier after application of all permitted setoffs under this Agreement).

(d) Obligation Relating to Tooling In Process and Unpaid Tooling

(1) Continuation of Tooling In Process

(a) With respect to Tooling for which, on the Effective Date, PPAP has not been completed, but which was in the course of being manufactured by Supplier, or for Supplier by a third party with which Supplier contracted (a "Tooling Vendor"), in either case pursuant to a tooling purchase order issued by the Customer to Supplier, the Customer acknowledges and agrees that:

- (i) if Supplier is fabricating the Tooling, Supplier shall be entitled, if the Tooling can be completed during the Term, to complete such tooling on the terms of the existing tooling purchase order from the Customer;
- (ii) if a Tooling Vendor is fabricating the Tooling, Supplier agrees that the Customer may reimburse Supplier for payments already made to the Tooling

Vendor and for work and expenditures incurred by the Supplier to the extent reimbursable under the underlying Purchase Order, and provided that such payments have been made, cancel the tooling purchase order with Supplier and issue a tooling purchase order directly to the Tooling Vendor, at which time such Tooling will be deemed Customer Tooling;

- (b) Each Customer will, with the complete cooperation of Supplier, use its best efforts to expedite PPAP completion for any Tooling for which PPAP has not, as of the Effective Date or thereafter, been completed.

(2) Tooling Obtaining PPAP. With respect to Unpaid Tooling that has completed PPAP as of the Effective Date or PPAP is completed during the Term, after the earlier of (i) written acknowledgement by any third party asserting a lien, claim or interest in the tooling to the satisfaction of the respective Customer, acknowledging that such lien, claim or interest has been satisfied and that Customer may take possession of such Unpaid Tooling at any time without payment, or (ii) the entry of an order in the CCAA Proceeding transferring any lien, claim or interest of such third party in the Unpaid Tooling to the proceeds of such Unpaid Tooling and permitting the Customer to take possession of such Unpaid Tooling at any time without payment, the applicable Customer will pay for such Unpaid Tooling (to a maximum of the “not to exceed” amount provided by the Customer to Supplier in the applicable tooling purchase order and provided that Customer receives credit for any payments or deposits given by the Customer to Supplier in respect of such Tooling prior to completion of PPAP) no later than ten (10) business days after the invoice date and PPAP is completed with delivery of a PSW (Part Submission Warrant), subject to any rights of the Customer to assert a Tooling Setoff (as herein defined) or a Raw Material Setoff and subject to the Customer’s audit rights in respect of the Tooling in question, at which time such Tooling will be deemed Customer Tooling.

(3) Possession at Resourcing. Prior to taking possession after a Resourcing Trigger Event of Unpaid Tooling that has not obtained PPAP, the Customer will pay to Comerica, on account of Supplier, the tooling purchase order price of such Unpaid Tooling less the cost of completion, including any costs incurred by the Customer relating to the completion of PPAP incurred outside of the normal course of business (as such costs are determined by the Customer and Supplier, acting reasonably, and, in the absence of such agreed determination, by the Court in the CCAA Proceeding), less any

amount previously paid by Customer to Supplier on account thereof and less the amount owed to any Tooling Vendor on account of such Tooling, and , such item shall thereafter be included in the definition of Customer Tooling under this Agreement and treated as such.

- (B) Each Customer will be entitled to a 1% early pay discount on account of the net amount of any payments made in accordance with this Section 2.2(d) (which early pay discount shall only apply in the event of a net amount being payable by a Customer to Supplier after application of all permitted setoffs under this Agreement.)

2.3 Obligation to Pay for Returnable Packaging. With respect to returnable packaging, and so long as Supplier cooperates in resourcing, Ford agrees (i) for Component Parts programs that have commenced production prior to the Effective Date, Ford will purchase all returnable packaging associated with the Component Parts being resourced, and the purchase price will be Supplier's cost not previously paid or recovered through the piece price; and (ii) for Component Parts programs not yet in production by Supplier as of the Effective Date, to pay to Supplier the entire amount required to fund Supplier's cost of producing or buying the returnable packaging. Payment for the returnable packaging will be made before Ford or its designees remove the returnable packaging from Supplier's premises. Upon making such payments (i) Ford shall own such returnable packaging free and clear of all liens and claims, and (ii) Ford will permit Supplier to tag or otherwise conspicuously mark the purchased returnable package as property of Ford.

2.4 Obligation to Purchase Inventory.

- (a) Upon the earliest to occur (the "Inventory Purchase Trigger Date") of (i) a Resourcing Trigger Event pursuant to which a Customer resources production of a Component Parts, (ii) the expiration or termination of the Term (but not in the case of a going concern sale), or (iii) the exercise by a Customer of the Right of Access under the Access Agreement, such Customer shall purchase from Supplier, free and clear of all liens and claims, all raw materials (including components previously purchased by Supplier) used to manufacture the Component Parts, work in process and finished Component Parts for any Component Part resourced, which at the time of resourcing are both "useable" by such Customer or such Customer's new source of such Component Parts and in a "merchantable" condition (collectively, the "Inventory"), whether currently in the possession of Supplier or in the possession of a third party (a "Bailee") holding same for or on behalf of Supplier.

(b) Upon the Inventory Purchase Trigger Date, Supplier shall forthwith provide the applicable Customer and Comerica with a written notice that details the affected Component Parts and the Inventory. If requested by Customer, Supplier will cooperate in conducting a physical inventory of the Inventory as soon as possible following the delivery of such notice. The Customers' obligations to purchase Inventory from Supplier hereunder shall include the purchase of Inventory from Comerica or its agent or any receiver, if such persons have the authority to sell the Inventory and the Monitor in CCAA Proceeding.

(c) For purposes hereof the term "useable" means all Inventory that is not obsolete, as determined by a Customer in accordance with applicable industry standards for the Inventory at issue, and is reasonably useable by a Customer (or its replacement supplier) in the production of Component Parts in a quantity equal to the greater of (i) such Customer's unsatisfied releases as of the Inventory Purchase Trigger Date, (ii) the Inventory that was procured in reliance on such Customer's issued releases that have been delayed, reduced or eliminated, or (iii) firm forecasts by such Customer to Supplier in effect as of the Inventory Purchase Trigger Date. [Inventory Banks build for union contract negotiations] Inventory comprised of steel that was cut specifically for use in connection with a particular Customer's tool is deemed to be useable. The term "merchantable" means merchantable in conformance with all applicable Purchase Order specifications for the Component Part at issue. The determination of whether Inventory is "useable" and "merchantable" will be made on the later of (i) the date the Inventory Vesting Order (as defined below) is entered, and (ii) the date that the Inventory is made available for delivery to a Customer.

(d) The purchase price of the Inventory will be: (i) for raw materials, 100% of Supplier's actual invoiced cost; (ii) for work in process, 85% of Supplier's cost, which cost shall be calculated on a percentage of completion basis based on the existing price called for in the Purchase Order related for the Component Part at issue; and (iii) for finished Component Parts, 100% of the existing price called for in the underlying Purchase Order for the Component Part at issue. All prices are F.O.B. Supplier. Each Customer shall be entitled to a credit against the purchase price of Inventory for the amount of any unrecovered [**Material Setoff**] or Raw Material Setoff.

(e) The full amount of the purchase price for the Inventory being purchased will be paid by the Customer to the Monitor, to be held in trust for Supplier, prior to any purchased Inventory being delivered to a Customer. Delivery of the purchased Inventory to the Customer, and the release of the purchase price for such Inventory by the Monitor from trust to Supplier, shall each occur without further direction, notice, Order or writing, immediately following the making of an Order (the "Inventory

Vesting Order") by the Court directing the release by the Monitor of the full amount of the purchase price to Comerica for account of Supplier and vesting title in the Inventory in the Customer free and clear of all liens, security interests and encumbrances, and, if required, directing any Bailee to deliver up possession of any Inventory in its possession to the Customer, which Order shall be sought from the Court as soon as practicable following the commencement of resourcing by the Customer. Following the making of the Order, Supplier agrees to cooperate with Customer in its taking of possession of the Inventory, including by providing Customer with a right of access to its premises during normal business hours to take possession of and remove such purchased Inventory.

(f) Supplier acknowledges and agrees that upon payment in full by Customer to Supplier for Inventory, Customer shall be the owner of such Inventory and, to the extent that it is being held by Supplier or a Bailee, it is held as bailee-at-will only.

2.5 Limitation of Setoffs. Except for "Raw Material Setoffs", "Allowed Setoffs", "Material Setoffs", "Professional Fee Setoffs" and "Tooling Setoffs" (each as defined below), and for the benefit of Comerica only, Customer agrees not to assert any defenses, rights or claims for setoffs, recoupment or deductions of any nature or kind, including in connection with any prior, existing or future defaults under the Purchase Orders or arising under otherwise applicable law, including claims for special or consequential damages.

The term "Raw Material Setoffs" means setoffs, recoupments or deductions for materials supplied directly by, or on behalf of, a Customer to Supplier pursuant to an existing arrangement between Supplier and that Customer under the Customer's raw material or material offload program ("Customer Raw Material Supply Program").

The term "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Supplier, short shipments, misshipments, premium freight charges (not caused by a Customer), incorrect invoices, mispricing, duplicate payments or billing errors, but excluding any special, incidental or consequential damages.

The term "Material Setoffs" means any payments for raw materials, components or other goods (but not Tooling and not materials that are part of a Customer Raw Material Supply Program) supplied or paid for by a Customer for Supplier's use in manufacturing the Component Parts, for which Supplier and Comerica has received written notice (a "Direct Payment Notice") from the Customer prior to the earlier of delivery, payment or purchase of such raw materials, components or other goods.

Material Setoffs may be taken only against the Customer's accounts payable for Component Parts arising at least two (2) business days after the date that a Direct Payment Notice is received by Comerica and only if the Customer provides Supplier and Comerica with proof of such payment or purchase. In the case of any direct payment made by a Customer to a vendor as a result of a vendor's refusal to sell to Supplier, Customer shall not, without Supplier's and Comerica's prior written consent, pay to the material vendor a price in excess of the applicable price set forth in the vendor's agreement with Supplier, unless Supplier cannot ensure ongoing production of Component Parts without interruption unless the increased price is paid. For clarity, there is no notice requirement for Raw Material Setoffs and there is no requirement that a Raw Material Setoff be taken only against accounts generated after notice or delivery of the raw materials.

The term "Professional Fee Setoffs" means the actual and documented professional fees incurred by the Customers during the Term relating to Supplier not to exceed, in the aggregate, the sum of Cdn\$ _____ per month.

The term "Tooling Setoffs" means any payments to Tooling Vendors and/or a party with a valid and existing lien on the subject Tooling (a "Tooling Lien Claimant") for the purchase price of or costs to modify or repair Tooling, or any portion thereof (i) on account of Tooling which is necessary to protect the production of Component Parts for a Customer's production (existing and future) and as to which the payments are necessary to secure the release of Tooling, or (ii) as to which written notice of the amount paid to the Tooling Vendor or Tooling Lien Claimant has been received by Comerica within five (5) business days after each such payment. Tooling Setoffs can only be asserted against payables for Tooling. Notwithstanding the foregoing, the Customer shall not, without the prior written consent of the Monitor, pay to a Tooling Vendor or Tooling Lien Claimant a price in excess of the applicable price set out in an agreement between such Tooling Vendor or Tooling Lien Claimant and Supplier, unless Supplier is unable to timely compel such person to deliver the Tooling to the Customer or Supplier unless such price is paid, after notice from the Customer to the Monitor, Supplier and Comerica that such Tooling is required to ensure the ongoing production of Component Parts for the Customer without a material interruption in the supply of such Component Parts.

Notwithstanding any of the foregoing: (a) Allowed Setoffs, Professional Fee Setoffs, Materials Setoffs and Raw Material Setoffs may not be taken in relation to any amounts to be paid for returnable packaging pursuant to section [2.4] of this Agreement, Inventory purchased pursuant to section 2.5 of this Agreement, Supplier Owned Tooling purchased pursuant to Section [5.1] of this Agreement, or Designated Equipment purchased

pursuant to section [6.1] of this Agreement; (b) in no event shall Allowed Setoffs and Professional Fee Setoffs taken by each Customer exceed, in the aggregate, 5% of the paid amount of any invoice delivered to such Customer following the Effective Date; and (c) each Customer may set off or recoup against any accounts arising from the shipment of Component Parts or arising from Unpaid Tooling amounts that are owed by Supplier to the Customer for materials received by Supplier from the Customer pursuant to the Customer's Raw Materials Purchasing Program in the ordinary course of business and without limitation. Any Allowed Setoffs or Professional Fee Setoffs which are not taken or prohibited by the aggregate 5% cap may be rolled forward and applied to the future invoices, provided, however, the aggregate 5% cap will still apply to any setoff of each future invoice.

Notwithstanding anything to the contrary in this Agreement, the Customers retain all their respective setoff and recoupment rights (x) for defensive purposes in respect to claims asserted or brought by third parties or a successor trustee receiver in any bankruptcy or insolvency proceedings (but excluding claims against a Customer for amounts owing under the Agreement), and (y) **[as to the Unresolved Commercial Issues.]**

- 2.6 Obligation to pay sales taxes. Customer shall pay (if not already paid) all applicable federal and provincial sales taxes or deliver such exemption certificates or elections (and Supplier shall cooperate in the preparation or delivery of any such materials) in relation to each of the transactions contemplated under this Agreement.
- 2.7 Waiver of Price-downs. The Customers acknowledge and confirm that during the Term, and in relation to Inventory Purchase under Section 2.5 of this Agreement, the prices to be paid for the Component Parts are not subject to any price-downs not already in effect as at December 15, 2008.
- 2.8 Customer Funding.
- (A) The Customers agree during the Term to provide the funding required to fund the lesser of (i) Supplier's net cash losses (being net revenue minus necessary cash expenses, which expenses do not include depreciation and other non-cash expenses, or interest costs on related party obligations and other non-essential expenses) pursuant to the budget attached as Exhibit __ (the "Budget") or (ii) the actual overformula funding requirements in accordance with the Budget (the "Customer Operations Funding").
- (B) The Customer Operations Funding shall be made available through the purchase of subordinated participations in the direct borrowings of Supplier under the Comerica Facilities, pursuant to

the terms of a Subordinated Participation Agreement to be entered into between Supplier, Comerica and the Customers.

- (C) The Customer Operations Funding will be paid by the Customers to Comerica on a weekly basis concurrent with the commencement of the Term pursuant to the Company's estimated operating needs for the immediately forthcoming week period (the "Interim Operating Budget"). Comerica will lend the aforementioned Customer Operations Funding to Supplier, as out-of-formula loans are required, consistent with the Budget, **[but with a permitted variance in respect of aggregate disbursements from those set forth in the Budget for any week on a rolling net basis of up to five (5) percent.]** Any funds not required for disbursement during a weekly period will be contributed to the Customer Operations Funding requirements for the immediately following week.
- (D) The allocation of the Customers Operations Funding will be among Customers on a basis agreed upon as among the Customers.
- (E) Supplier will provide the Customers weekly variance reporting; and
- (F) The Customer Operations Funding shall be in addition to any (i) Parts Bank Costs (as defined below), (ii) vendor hostage payments not covered in the Budget, and **[(iii) program launch costs, each of which shall be borne by the applicable Customer,]** (the "Individual Customer Funding Events"). Supplier shall not use Customer Operations Funding for payments to be covered pursuant to Individual Customer Funding Events, which each Customer agrees will be funded to Supplier in advance of any obligations being incurred by Supplier, upon identification of an Individual Customer Funding Event.

3. Supplier's Obligations.

- 3.1 Cash Management. Supplier agrees to use its best efforts to minimize expenses through cash management and conduct its operations in accordance with the Budget. Supplier shall provide the Customers actual to Budget data on a weekly basis.
- 3.2 Continue to Manufacture. Provided that Supplier has sufficient funding and Customers are otherwise complying with their obligations in all material respects under this Agreement, during the Term Supplier will continue to manufacture and deliver Component Parts from and after the Effective Date in accordance with Purchase Orders outstanding as of the Effective Date, Purchase Orders issued after the Effective Date and any new awards entered into during the Term. The terms and conditions of the

Purchase Orders shall remain in full force and effect; provided, however, in the event of any inconsistency between the terms of this Agreement and the terms of the Purchase Orders, the terms of this Agreement will control.

- 3.3 Inventory Bank. At a Customer's request, during the Term Supplier will use commercially reasonable efforts to create an inventory parts bank of Component Parts currently in production (the "Inventory Parts Bank"), subject to the limitations set forth below. At Customer's cost, Supplier will ship the Inventory Parts Bank to the Customer's designated location as it is produced and Customer will pay for same at the prices provided for in the applicable Purchase Order, on the payment terms set forth in Section [2.2(c)]. Such requirement of Supplier to create an Inventory Parts Bank will be subject to the following: (i) sufficient funding; (ii) capacity, including labour capacity, and time limitations (e.g., machine capacity, manpower limitations and dunnage and material availability, including equitable allocation of resources with respect to requests from Customer); (iii) availability of raw materials, and (iv) the Customer otherwise being in compliance with this Agreement. From and after the date that Customer requests an Inventory Parts Bank, Supplier will promptly notify Customer of any issues that would prevent Supplier's ability to manufacture and deliver the Inventory Parts Bank. Customer shall pay for all documented incremental costs associated with producing the Inventory Parts Bank, such as overtime premiums, packaging and additional Tooling.
- 3.4 Access to Books and Records. Supplier agrees that each Customer and its respective designee(s), agent(s) and representative(s) will have access to Supplier's books, records, management and operations during regular business hours, upon reasonable request and prior notice, for the sole purposes of (a) inspecting and, if permitted by Section 2.1, resourcing all Tooling involved with production of the Component Parts, (b) monitoring production of the Component Parts, (c) meeting with Supplier's representatives, and (d) monitoring Supplier's compliance with the terms of this Agreement, the Purchase Orders and the Access Agreement (referenced below). Supplier further agrees to provide each Customer with its cash flow projections as filed with the Court from time to time. Notwithstanding the foregoing, Supplier shall not be required to provide access to any books, records or other information that is subject to privacy legislation or confidentiality obligations.
- 3.5 Resourcing. In the event that the Customer resources under Section 2.1, and provided that Customer is otherwise in compliance with this Agreement, Supplier will use its commercially reasonable efforts to cooperate with the Customer in resourcing production of the Component Parts, including, without limitation, by providing the Customer and its respective agents, representatives, designees, consultants, officers and employees, with reasonable access to Supplier's then remaining officers and employees, and to any of Supplier's books and records (including tool

prints, tool drawings and other documents), tool line-ups or tool processing sheets, tool or other drawings or any other engineering, design and technology information, PPAP packages, test reports, books or other PPAP documents, packaging instructions or like information in its possession or control, necessary for the Customer to resource production of its Component Parts.

- 3.6 Access Agreement. Simultaneously with the execution of this Agreement, Supplier will execute the Access Agreement attached as Exhibit ◆ to this Agreement.
- 3.7 Agreement Approval. Contemporaneous with commencement of the CCAA Proceeding, Supplier shall seek the approval of this Agreement, the Access Agreement and the Customer funding contemplated under this Agreement in the CCAA Proceeding.
- 3.8 License. Notwithstanding anything in this Agreement to the contrary, and effective upon all payments being made by a Customer to Supplier in accordance with this Agreement, in the event of a Customer's resourcing under this Agreement, Supplier will grant to such Customer and its assignee(s) or designee(s) an (a) irrevocable, fully paid, worldwide non-exclusive license to the Intellectual Property (defined below) owned by Supplier related to the production of resourced Component Parts, and (b) an irrevocable sublicense to the Intellectual Property licensed to Supplier (to the extent that Supplier has the right to grant sublicenses therein) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the resourced Component Parts for a Customer. The non-exclusive license granted in (a) and (b) of the immediately preceding sentence shall extend to a Customer's existing Purchase Orders (including in the production of new vehicles by a Customer), and service obligations for used Customer vehicles. Any license granted pursuant to this Section shall also apply to any new model year changes, refreshes or follow-on platforms and programs incorporating the Intellectual Property. This Section is not intended to limit or otherwise restrict any rights granted to a Customer in the Purchase Orders or any other agreement, but is intended to expand those rights.

The term "Intellectual Property" means (a) all currently existing registered and applied-for intellectual property owned by Supplier (including, but not limited to, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (b) all agreements for intellectual property licensed to Supplier and (c) any other intellectual property used to produce Component Parts (whether or not the intellectual property is identified, including, but not limited to, unregistered copyrights, inventions,

discoveries, trade secrets and designs, regardless of whether such items are registerable or patentable in the future, and all related documents and software), that are used in or to produce any Component Parts that Supplier directly or indirectly sells to an Customer.

- 3.9 Other Customer Accommodations. Supplier will use commercially reasonable efforts to obtain the agreements of each of Supplier's other customers who require continuing production from Supplier during the Term, to provide substantially similar to the accommodations provided by the Customers in Section 2.1 to 2.9 of this Agreement. Instead of providing funding through the purchase of subordinated participation as provided by the Customers in Section 2.0, other customers will provide their funding in the form of surcharges or piece price increases with a similar net economic affect as that being provided by the Customers. From and after the Effective Date, Supplier will not enter into an agreement (or modify or amend an existing agreement) with any other customer on terms that are more favorable to such other customer in any material respect than the terms and conditions described herein without the consent of the Customers.
- 3.10 Sale Milestones. Supplier shall undertake a sale process (the "Sale Process") to attempt to effectuate a going concern sale of its business to a Qualified Buyer (as defined below). Supplier agrees to conduct the Sale Process in accordance with the following milestones (each, a "Sale Process Milestone", or collectively, the "Sale Process Milestones"):
- (a) Court Approval of the Sale Process. Obtain Court approval of the Sale Process within ten (10) days of commencement of the CCAA Proceeding;
 - (b) Purchase Agreement. Obtain, by no later than February 16, 2008, one or more Purchase Agreements to sell Supplier's assets to a Qualified Buyer (as defined below);
 - (c) Court Approval of the Purchase Agreement. Obtain, by February 23, 2008, approval of the Purchase Agreement to sell Supplier's assets to a Qualified Buyer (as defined below); and
 - (d) Close; Implementation. By no later than February 28, 2009, close the sale of Supplier's assets to a Qualified Buyer.

For purposes of this Agreement, a "Qualified Buyer" means a buyer who is acceptable to Supplier and Comerica and who demonstrates to the reasonable satisfaction of the Customers wishing to continue production with such buyer that it: (a) possesses the financial capabilities, business plan and management structure to effect the acquisition of and operation of the facilities, in the opinion of the applicable Customer; (b) fits the

applicable Customer's strategic purchasing plan; and (c) unless otherwise agreed to by the applicable Customer, would agree to assume all of the original Purchase Orders, without any modification that may have been provided to Supplier pursuant to this Agreement or other modification unless otherwise agreed to by the applicable Customer. Subject to the execution of confidentiality agreements in form and substance mutually agreeable to Supplier, Comerica and the Customers, Supplier will provide the Customers with regular updates on the status of the Sale Process and will provide to the Customers copies of all offering memoranda and executed copies of asset purchase agreements received from prospective buyers.

3.11 Appraisal. Within 15 days following the commencement of the CCAA Proceeding, Supplier shall engage [◆] (the "Appraiser"), being an appraiser acceptable to Supplier, Comerica and the Customers, to conduct a valuation, on an orderly liquidation basis, of Supplier's machinery and equipment.

4. **Comerica Accommodations.**

4.1 Financing. Comerica will enter into a Forbearance Agreement substantially in the form attached as Exhibit A, containing, without limitation, the following commitments:

- (A) not to institute borrowing base reserves inconsistent with its loan documents and prior practices; provided, however, Comerica will be permitted to permanently reduce the Comerica Indebtedness to the extent of the proceeds of the sale of any equipment or Supplier Owned Tooling;
- (B) not to modify the definition of eligible inventory or accounts receivable;
- (C) forbear during the Term from commencing any enforcement action with respect to Supplier's real or personal property;
- (D) increase in advance rates under its working capital facility with Supplier to (a) 75% on eligible Customer-related inventory (all Inventory subject to Section 2.5 of this Agreement is deemed eligible), (b) 75% on any other eligible inventory that other customers agree to buy back on terms reasonably acceptable to Comerica, (c) 90% on eligible accounts receivable generated during the Term under the Purchase Orders, and (d) 90% on eligible accounts receivable generated during the Term under purchase orders from other customers who agree to limit set offs on terms reasonably acceptable to Comerica;

- (E) provide an out-of-formula working capital facility based upon projected cash requirements, participated in by the Customers in accordance with the Subordinated Participation Agreement; and
- (F) when the CCAA Proceeding is commenced during the Term, subject to entry of financing orders, in form and substance acceptable to Comerica, provide post-petition financing on terms reasonably equivalent to those set forth in the Forbearance Arrangements.

4.2 Access Agreement Consent. Comerica consents to the Access Agreement granted in Section 3.5 and attached as Exhibit ◆ to this Agreement and agree to memorialize such consent by signing and delivering Schedule ◆ to the Access Agreement.

4.3 Tooling Acknowledgement and Option Consent. Comerica consents to the Tooling Acknowledgement and Option and terms thereof set forth in Sections [**5 and 6**] of this Agreement.

5. **Tooling Acknowledgment.**

5.1 For purposes of this Agreement, the term "Tooling" means all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, and documentation regarding same, including engineering specifications, PPAP books, drawings and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto that are necessary for the manufacture of Component Parts for a Customer, whether now or in the future. Tooling consists of three subcategories: "Customer Tooling"; "Unpaid Tooling"; and "Supplier Owned Tooling". The term "Customer Tooling" means all Tooling that is not Unpaid Tooling or Supplier Owned Tooling (each as defined below). Customer Tooling is held by Supplier as a bailee-at-will and, to the extent held by a third party, is held by such third party as a bailee-at-will.

The term "Unpaid Tooling" means Tooling manufactured for a Customer for which such Customer (or its sub-supplier) has not made full payment under the applicable Purchase Order or agreement with Supplier. Upon payment by a Customer of the applicable tooling purchase order price for any item of Unpaid Tooling, such item will thereafter be included in the definition of Customer Tooling. Subject to the provisions of Sections [**2.3 and 5.4**] of this Agreement, nothing in this Agreement modifies the Customer's payment obligations to Supplier on account of Unpaid Tooling. The term "Supplier Owned Tooling" means Tooling which is used to make Component Parts for a Customer but is not the subject of a purchase order or agreement with Supplier.

- 5.2 Attached as Schedule ◆ is a list of Unpaid Tooling that has been completed and for which PPAP has been completed or is in process. Schedule ◆ sets forth, for each items of Unpaid Tooling, the amount Supplier believes is owed, the amounts, if any, Supplier has been paid as of the Effective Date by Customer on account thereof, and the status of the PPAP in relation to such Unpaid Tooling. Attached as Schedule ◆ is a list of all Supplier Owned Tooling.

Any Tooling not contained on the above tooling schedules (the “Tooling Schedules”) shall be deemed Customer Tooling. The Customers and Comerica shall have fifteen (15) days after the Effective Date to supplement or object to any items contained on the Tooling Schedules. A party failing to supplement or object during this period shall be deemed to accept and consent to each of the Tooling Schedules.

- 5.3 Neither Supplier, nor any other person or entity other than the applicable Customer (or its affiliates) will have any right, title or interest in Customer Tooling other than Supplier’s ability to utilize the Customer Tooling in the manufacture of the Customer’s Component Parts. Supplier acknowledges that upon the right of a Customer to resource under Section 2.1 above, Customer, or its designee(s), will have the right to forthwith enter the premises of Supplier and take possession of any and all Customer Tooling and Supplier, and Comerica (if it has control of Supplier’s premises), agrees to cooperate with such Customer in such Customer’s taking possession of Customer Tooling and provide the applicable Customer or its designee(s) with such access to Supplier’s premises; provided, however, the Customers will not interfere with Supplier’s ongoing operations when removing the Customer Tooling, will use skilled workers or third parties, having adequate insurance coverage, in the removal of the Customer Tooling, will take reasonable and prudent care not to damage any machinery or equipment of Supplier or another customer in the process of such removal. Supplier also agrees to provide reasonable access to the Customers, or their nominee(s), during normal business hours, to affix any plate, stamp, tag, marking or other evidence of the Customers' ownership upon each item of Customer Tooling
- 5.4 Comerica agrees not to challenge Customer’s ownership or rights to Customer Tooling, subject to the rights to challenge any of the lists described in [Section 5.2] of this Agreement.
- 5.5 In the event of a dispute between Supplier and a Customer over whether any Tooling is Customer Tooling, Unpaid Tooling or Supplier Owned Tooling arises, the matter shall be submitted to the Court in the CCAA Proceeding for expedited resolution. The Customer will have the right to take possession of the Tooling subject to the dispute (the “Disputed Tooling”), provided that the full amount claimed due by Supplier for the Disputed Tooling, determined in accordance with Section ____, in the case

of Tooling that Supplier asserts is Unpaid Tooling, and determined in accordance with Section 6 of this Agreement, in the case of Tooling that the Supplier asserts is Supplier Owned Tooling, is paid to the Monitor, to be held in trust for Supplier (or Customer, if the dispute is resolved in Customer's favour), prior to Customer taking possession of any Disputed Tooling. Pending resolution of the dispute, the Disputed Tooling will remain subject to any liens and security interests of Supplier and Comerica, notwithstanding Supplier's relinquishment of possession, which shall not be deemed or construed to be a release of such rights. Any disputes in relation to funds held in trust shall be dealt with in accordance with Section [13.10] of this Agreement.

6. Purchase of Supplier Owned Tooling and Designated Equipment.

6.1 Supplier Owned Tooling. Each Customer (or affiliate of a Customer) reserves the right and is granted an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any or all Supplier Owned Tooling used in the production of its Component Parts. The purchase price of Supplier Owned Tooling shall be the Supplier's unamortized cost allocated on the lesser of (a) seven years or or (b) the remaining production life of the vehicle program. Upon a Customer's purchase of and payment for an item of Supplier Owned Tooling, such item will thereafter be Customer Tooling. Comerica does not object to and will not oppose the exercise of such option, and upon payment of the purchase price to Comerica on Supplier's account required under this Section, will release any lien it has in the purchased Supplier Owned Tooling. Supplier acknowledges that the foregoing price to be paid for the applicable Supplier Owned Tooling constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. The option will expire fifteen (15) days after the expiration of the Term unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment to Comerica on account of Supplier of the applicable price, a Bill of Sale for the Supplier Owned Tooling will be delivered by Supplier to the Customer.

6.2 Designated Equipment. Supplier grants to the Customer or its assignee(s) or designee(s) (the "Purchaser") an irrevocable, exclusive option, upon the right of a Customer to resource under Section 2.1 above, to purchase any of the machinery and equipment owned by Supplier and used exclusively to produce Component Parts for that Customer or machinery and equipment not used exclusively to produce Component Parts for an individual Customer but for which each Customer who relies on that machinery and equipment consents (the "Designated Equipment"). The purchase price of each piece of Designated Equipment shall be paid to

Comerica on Supplier's account in cash, in an amount equal to the greater of (i) 85% of net book value as determined by Supplier's books and records, if it can be determined, or (ii) 100% of its appraised orderly liquidation value determined in accordance with an appraisal performed by an appraiser approved by all Parties (the "Option Price"). Comerica does not object to, and will not oppose the exercise of such option, and, upon payment of the purchase price to Comerica on account of Supplier as required under this Section, will release any lien it has in the purchased Designated Equipment. Supplier acknowledges that the foregoing price to be paid for the applicable Designated Equipment constitutes a commercially reasonable price, and that any sale pursuant to the foregoing shall be deemed to be commercially reasonable in all respects, including method, time, place and terms. This option will expire fifteen (15) days thereafter unless the Purchaser has exercised the option and paid the applicable purchase price in full by such date. If requested by Customer, upon exercise of the option and payment of the applicable price, a Bill of Sale for the Designated Equipment will be delivered by Supplier to the Customer.

6.3 Upon exercise of the foregoing options and payment of the applicable price to Comerica on account of Supplier, the Purchaser shall, subject to the provisions of this [Section 6.3], be entitled to take possession of the purchased Supplier Owned Tooling and Designated Equipment. The obligations of the Purchaser to complete the purchase of any Supplier Owned Tooling or Designated Equipment, and the obligations of Supplier to convey, shall be subject to the aforesaid payments having been fully made, without setoff, recoupment or deduction, and an Order being obtained from the Court vesting title in and to the Supplier Owned Tooling and/or Designated Equipment in the Purchaser free and clear of all liens and security interests. Purchaser shall be entitled following the making of such Order, without further payment of any kind to own, operate, use and enjoy, sell, assign, transfer and/or convey the same. Supplier hereby agrees to cooperate with the Purchaser in its taking possession and control of such Supplier Owned Tooling and Designated Equipment upon completion of the purchase transaction. If requested by Purchaser, upon exercise of the option and payment of the applicable price, a Bill of Sale by Supplier in respect of such Supplier Owned Tooling and Designated Equipment will be delivered to the Purchaser.

7. **Events of Default.** The occurrence of any one or more of the following at any time during the Term will be "Events of Default", or individually, an "Event of Default", hereunder unless a waiver or deferral thereof is agreed to in writing, in each instance, by the applicable Customer or Customers, and Comerica:

7.1 Exclusive of breaches by Supplier that are the result of a breach of this Agreement by the applicable Customer, Supplier materially breaches its

obligations to a Customer under this Agreement, the consequences of which breach is a substantial likelihood that such Customer's production will be interrupted;

- 7.2 Supplier repudiates or materially breaches its obligations under the Purchase Orders to a Customer, other than arising from a material breach by a Customer under this Agreement or the Purchase Orders or a material breach by a directed-buy supplier to Supplier, the consequence of which is a substantial likelihood that such Customer's production will be interrupted;
 - 7.3 the terms of this Agreement are modified or superseded by an Order made by the Court in the CCAA Proceeding or by any plan of arrangement filed by Supplier or any other Canadian insolvency proceeding; or
 - 7.4 the Customers are requested by Supplier or required to contribute any additional accommodations other than those set forth in this Agreement.
8. **Customer Defaults.** In the event that a Customer fails to perform its obligations to Supplier under this Agreement including, without limitation, its failure to make any payments contemplated hereunder as and when due, and such failure is not cured within five (5) business days after written notice to the respective Customer, Supplier shall have no continuing obligations to such Customer hereunder. For clarity, during the five (5) business day cure period set forth in the foregoing sentence, Supplier shall not be relieved from any of its obligations set forth in this Agreement and, subject to adequate financing, must continue to manufacture and deliver Component Parts to the Customer.
9. **Disputes.** Except as otherwise provided for herein, any disputes as to the payment of amounts claimed due under this Agreement shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled within thirty (30) days of the date payment is otherwise due under this Agreement. Except as otherwise provided herein, any other disputes relating to this Agreement shall be shall be resolved by the Court in the CCAA Proceeding, at a hearing to be scheduled on an expedited basis.
10. **Reservation of Rights.** Except to the extent expressly provided in this Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, any other agreements between the parties or otherwise applicable law, and the parties expressly reserve all such claims, rights and remedies they have under this Agreement, any Purchase Orders, any other agreements between the parties and/or otherwise applicable law.
11. **[Intentionally Omitted].**
12. **Notice.** Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly

given if mailed, delivered by hand or sent by facsimile or e-mail delivery to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or sent, and if mailed, will be deemed to be given three (3) days following the date of mailing. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Supplier: _____

Attention: _____
Facsimile: _____
E-mail: _____

With a copy to: Lang Michener LLP
Brookfield Place, 181
Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Sheryl E. Seigel
Facsimile: (416) 365-1719
Email: sseigel@langmichener.ca

If to Comerica: Comerica Bank
One Detroit Center
500 Woodward Avenue, 4th Floor
Detroit, MI 48226
Attention: James L. Embree
Facsimile: (313) 222-1244
E-mail: jlembree@comerica.com

With a copy to: Bodman LLP
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
Attention: Ralph E. McDowell
Facsimile: (313) 393-7579
E-mail: rmcowell@bodmanllp.com

If to Chrysler: Chrysler LLC
800 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326
Attention: Sigmund Huber
Director, Supplier Relations
Facsimile: (248) 512-1771
Email: seh43@chrysler.com

With a copy to: Chrysler LLC
CIMS 485-14-78
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766
Attention: Kim R. Kolb
Senior Staff Counsel
Facsimile: (248) 512-1771
Email: krk4@chrysler.com

And: Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226
Attention: James A. Plemmons
Facsimile: (313) 223-3598
Email: jplemmons@dickinsonwright.com

And: Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario, Canada
M5H 3Y4
Attention: Craig J. Hill
Facsimile: (416) 361-7301
Email: chill@blgcanada.com

If to Ford: Ford Motor Company
Building 3
20100 Rotunda Drive
Number 3A041
Dearborn, Michigan 48124
Attention: Bill Strong
Facsimile: (313) 206-7044

Email: wstrong@ford.com

With a copy to: Ford Motor Company
One America Road
World Headquarters
Suite 416
Dearborn, Michigan 48126
Attention: Daniella Saltz
Facsimile: (313) 322-3804
Email: dsaltz@ford.com

And: Miller Canfield Paddock and Stone, PLC
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Attention: Stephen S. LaPlante
Facsimile: (313) 496-8478
Email: laplante@mcps.com

If to Honda: Honda of America Mfg., Inc.
North American Purchasing Office
21001-A State Route 739
Raymond, Ohio 43067
Attention: Bryan Clay
Facsimile: (937) 645-7401
Email: Bryan_Clay@ham.honda.com

With a copy to: Joseph F. LaFleur, Esq.
Honda of America Mfg., Inc.
24000 Honda Parkway
Marysville, Ohio 43040-9251
Facsimile: (937) 644-6583
Email: Joe_LaFleur@ham.honda.com

And Robert A. Bell, Jr.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43216-1008
Facsimile: (614) 719-5169
E-mail: rabell@vorys.com

13. **General Terms.**

13.1 This Agreement together with the other documents executed in connection herewith, including the Access Agreement and the Purchase Orders, constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. In the

event of any inconsistency between the terms of any purchase orders and this Agreement, the terms of this Agreement shall govern.

- 13.2 The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.
- 13.3 Supplier and the Customers may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties including any purchasers of Supplier's assets including, without limitation, other customers of Supplier (other than affiliates of a Customer).
- 13.4 No delay or failure of any party to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.
- 13.5 Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
- 13.6 Supplier and the Customers agree that they will not enter into any other arrangements or agreements that would in any way materially impair their respective rights under this Agreement.
- 13.7 Nothing in this Agreement will be interpreted to constitute Supplier, Comerica or any Customer as agent for any other party to this Agreement for any purpose.
- 13.8 Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Comerica loan documents or Comerica Security, which terms and conditions will otherwise remain in full force and effect.
- 13.9 This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or electronic transmission in "pdf" format, and that facsimile signatures or signature provided in pdf format will be treated as originals for all purposes.
- 13.10 Customer shall pay any amounts in dispute under sections [2.1(b), 2.2(b), 5.5, 5.6 and 6.1] of this Agreement to the Monitor and the Monitor shall hold such amounts in trust for the Supplier or Customer, as each or either is ultimately determined to be entitled thereto, to be released only (i) with

the written consent of the Customer, Supplier and Comerica, or (ii) pursuant to an Order of the Court. The Customer, Supplier and Comerica agree to resolve any such disputed matters expeditiously. If any dispute is not forthwith resolved, any of Supplier, a Customer, Comerica and the Monitor, may seek resolution as set forth in Section 9 of this Agreement.

13.11 This Agreement is made in Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.

14. **REPRESENTATIONS.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

15. **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

[signatures on next page]

[signature page to Accommodation Agreement]

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation

print name

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**

By: _____
I have authority to bind the NMC Canada,
Inc.

print name

COMERICA BANK

By: _____
I have authority to bind the Corporation

print name

By: _____
I have authority to bind the 2515080 Nova
Scotia Company

print name

Each of undersigned consent and agree to all terms and conditions of the foregoing
Accommodation Agreement.

**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

By: PL International Corporation
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

SKD COMPANY

By: 2515080 Nova Scotia Company
Its: General Partner

By: _____
John Chen
Its: Vice President

“GUARANTORS”

NMC CANADA INC.

By: _____
Vytas Ambutas
Its: Secretary

SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

By: _____
John Chen
Its: Vice President/Treasurer

SKD, L.P.

By: Quincy Holdings, Inc.
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

2515080 NOVA SCOTIA COMPANY

By: _____
John Chen
Its: Vice President

EASSA MEXICO, S. DE R.L. DE C.V.

By: _____
John Williams
Its: Treasurer

SKD DE MEXICO, S. DE R.L. DE C.V.

By: _____
John Chen
Its: Treasurer

NMC CANADA INC.

By: _____
Vytas Ambutas
Its: Secretary

DETROIT 22624-633 1071393v2
DETROIT.3463137.1

M M

This is Exhibit "M" to the Affidavit
of Timothy Zeeb, sworn on
the 16th day of September, 2013.

Paula C Andrews

A commissioner for taking affidavits

PAULA C. ANDREWS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 27, 2014
Acting in the County of *Oakland*

Tim R. Zeeb

From: Tim R. Zeeb
Sent: Thursday, March 05, 2009 10:34 AM
To: 'amasse@e-bbk.com'
Cc: 'DMurray@e-bbk.com'; 'JChen@skdautomotive.com'; John P. Kotas; Daniel, Jeff
Subject: RE: Chrysler payment

Categories: 123

Alicia -

As a follow-up to our calls, and based on the discussions by all parties, SKD asks that:

- 1) The \$1.2mm that has been sitting in Chrysler's set to pay is wired to SKD prior to noon today with a FedRef# provided to SKD prior to noon today
- 2) The remaining balance of the \$2.4mm be paid by 10:00am tomorrow at the latest with a FedRef# and amount provided to SKD by 10:00am tomorrow

Incremental amounts that can be paid during the day today such as the ~\$600k that your team has identified and acknowledged as "shipped but receipt is missing" in Canada would also be much appreciated rather than waiting until tomorrow. I agree that the \$2.4mm calculated is a gross amount and does not include the maximum 5% setoff calculation (of approximately \$120k).

I appreciate all of the diligence that you and your team are putting into this. Please advise ASAP if the above is agreeable to you and Chrysler.

Regards,

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)
(248) 433-3143 (fax)
(248) 417-6310 (mobile)
TZeeb@c-m-d.com

-----Original Message-----

From: John P. Kotas
Sent: Thursday, March 05, 2009 8:07 AM
To: 'amasse@e-bbk.com'
Cc: 'DMurray@e-bbk.com'; 'JChen@skdautomotive.com'; Tim R. Zeeb; 'jsawyer@cerberusoperations.com'
Subject: Re: Chrysler payment

Alicia

I know that you and your team have been working diligently on this matter, can you please provide an update.

Thanks

John
Thanks

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John P. Kotas
Managing Director
Conway MacKenzie & Dunleavy
401 S. Old Woodward, Suite 340
Birmingham, Michigan 48009
Work: (248) 433-3100
Cell: (248) 202-9090

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Alicia B Masse <AMasse@e-bbk.com>
To: John P. Kotas
Cc: dmurray@e-bbk.com <dmurray@e-bbk.com>; Chen, John <JChen@skdautomotive.com>; Tim R. Zeeb;
jsawyer@cerberusoperations.com <jsawyer@cerberusoperations.com>
Sent: Wed Mar 04 17:06:51 2009
Subject: Re: Chrysler payment

John,

I can commit to having a number to you tonight that will be in your account by 10 am tomorrow. We are working on the details now.

Alicia

Alicia B. Masse
BBK
400 Galleria Officentre | Suite 400 | Southfield | MI | 48034
Direct: 248-603-6435 | Fax: 248-603-6436 | Cell: 248-931-0800
E-mail: amasse@e-bbk.com | www.e-bbk.com

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"John P. Kotas"
<JKotas@c-m-d.com
> To
<amasse@e-bbk.com>
03/04/2009 04:39 cc
PM <dmurray@e-bbk.com>, "Tim R. Zeeb"
<TZeeb@c-m-d.com>, "Chen, John"
<JChen@skdautomotive.com>
Subject
Chrysler payment

Alicia

Please provide a status relative to the \$1.2 million wire that was set up in Chrysler's system as well as the remaining wire amounts we discussed.

It is imperative that the initial wire transfer be processed today and received tonight and we have resolution on the remaining funds to be received prior to 10:00 AM EST.

Please advise.

Thanks

John

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Thank you.

John P. Kotas
Managing Director
Conway MacKenzie, Inc.
401 S. Old Woodward, Suite 340
Birmingham, Michigan 48009
Work: (248) 433-3100
Cell: (248) 202-9090

Tim R. Zeeb

From: BKofman@RSMRichter.com
Sent: Thursday, March 05, 2009 11:52 AM
To: Tim R. Zeeb; JChen@skdautomotive.com; JDaniel@skdautomotive.com; sseigel@langmichener.ca; CGarrah@langmichener.ca; John P. Kotas; LBezner@RSMRichter.com
Subject: RE: Chrysler payment
Importance: High

Real time. We were advised by Chrysler Canadian counsel this morning that the "set to pay" is approximately \$2.4 million. Subsequently we learned that Chrysler has a call at 12:30 to deal with, among other things, mechanics of payment. We do understand that somewhere between \$1.2 million and \$1.7 million is expected to be released today.

Robert (Bobby) Kofman

RSM Richter Inc.
200 King Street West, Suite 1100, Toronto, ON M5H 3T4
Tel: 416.932.6228 Fax: 416.932.6200 Cel: 647.282.6228 rkofman@rsmrichter.com www.rsmrichter.com

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-----Original Message-----

From: Tim R. Zeeb [mailto:TZeeb@c-m-d.com]
Sent: March 5, 2009 11:37 AM
To: JChen@skdautomotive.com; Daniel, Jeff; Sheryl Seigel; Christopher Garrah; jpk@c-m-d.com; Bezner, Lana; Kofman, Bobby
Subject: FW: Chrysler payment

All -

BBK has not responded to the mail below. As such, I called Alicia Masse at BBK at 11:25, who told me that she believes \$1.7mm can be confirmed and wired to SKD today but "official" verification of this cannot be provided until after her call with Chrysler on the subject at 12:30pm. She remained optimistic about point 2 below but again did not provide a commitment.

Timothy R. Zeeb
Conway MacKenzie, Inc.
401 South Old Woodward Avenue
Suite 340
Birmingham, Michigan 48009
(248) 433-3100 (phone)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, S, C,
1985 c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF NMC CANADA, INC. AND 2515080 NOVA SCOTIA COMPANY

Court File No.: 09-CL-7960

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL COURT

Proceeding commenced at Toronto

AFFIDAVIT OF TIMOTHY ZEEB
(sworn September 16, 2013)

Goodmans LLP

Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Fred Myers #: LSUC 26310A
L. Joseph Latham LSUC#: 32326A

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Duff & Phelps Canada Restructuring
Inc., in its capacity as Trustee in Bankruptcy