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

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In re	:	Chapter 11
	:	
Chrysler LLC, <i>et al.</i> ,	:	Case No. 09-50002 (AJG)
	:	
Debtors.	:	(Jointly Administered)
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**OBJECTION OF NATIONAL MATERIAL OF MEXICO S. de R.L. de C.V. TO
ASSUMPTION AND ASSIGNMENT OF DESIGNATED AGREEMENTS AND TO
CURE COST AMOUNT SET FORTH IN NOTICE OF (I) DEBTORS' INTENT TO
ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND (II) CURE COSTS RELATED THERETO**

TO THE HONORABLE ARTHUR J. GONZALEZ
UNITED STATES BANKRUPTCY JUDGE

National Material of Mexico S. de R.L. de C.V. ("NM-Mexico"), for its objection to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Costs Related Thereto (the "Notice") served upon NM-Mexico by Chrysler, LLC ("Chrysler") and 24 if its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively with Chrysler, the "Debtors"). NM-Mexico respectfully states as follows:

1. On or about May 15, 2009, the Debtors served their Notice upon NM-Mexico.

Exhibit A to the Notice stated the Debtors' intent to assume all of its agreements with NM-

Mexico (the “NM-Mexico Agreements”) and identified a cure amount relating to the NM-Mexico Agreements in the amount of \$41,913.99 (the “Proposed Cure Amount”).

2. NM-Mexico objects to the Debtors proposed assumption and assignment of the NM-Mexico Agreements. Pursuant to the terms of the NM-Agreements, NM-Mexico has contractual relationships with Chrysler de Mexico, a non-debtor Mexican affiliate of the Debtors. NM-Mexico does not have any executory contracts with the Debtors. Accordingly, the NM-Mexico Agreements cannot be assumed and assigned by the Debtors.

3. Even if the NM-Mexico Agreements could be assumed and assigned by the Debtors, due to certain ambiguities in the Notice and other communications NM-Mexico has received from the Debtors, NM-Mexico must object to the Proposed Cure Amount at this time for the following reasons:

(a) Exhibit A to the Notice sets forth the Proposed Cure Amount but provides no information regarding how that amount was calculated and does not apportion the Proposed Cure Amount among the NM-Mexico Agreements. Moreover, certain communications from the Debtors have indicated that the Proposed Cure Amount reflects a net amount owed to NM-Mexico after the offset of prepetition date claims allegedly owed by NM-Mexico to the Debtors. On the other hand, the Notice does not state that the Proposed Cure is a net, post-setoff number. Further, the Notice does not provide enough specificity to determine what amounts are or are not included in the Proposed Cure Amount (e.g., the Proposed Cure Amount does not include certain invoices not yet entered into the Debtors’ accounts payable system relating to goods received by the Debtors). The Notice simply does not provide NM-Mexico with enough information to determine what was or was not included in the Proposed Cure Amount. Accordingly, NM-Mexico cannot ascertain whether the Proposed Cure Amount is correct.

(b) In addition, the Notice appears to state that the payment of the Proposed Cure Amount will be in full satisfaction of all pre-assumption amounts allegedly owed to NM-Mexico by the Debtors. On the other hand, the Notice does not state that the payment and corresponding assumption and assignment of the NM-Mexico Agreements will result in the full satisfaction of all of the Debtors (and assignees) pre-assumption claims against NM-Mexico, if any. This lack of mutuality is objectionable. If there is no mutual resolution of pre-assumption claims between NM-Mexico and the Debtors as a result of the assumption and assignment of the NM-Mexico Agreements, then the Proposed Cure Amount, or any other cure amount paid to NM-Mexico as a required prerequisite of section 365 of the Bankruptcy Code, is meaningless. The Debtors, or the Debtors' assignee, would be able to reduce or completely negate any cure payment made to NM-Mexico by subsequently seeking the recovery of some or all of the funds from NM-Mexico under the NM-Mexico Agreements.

4. For the foregoing reasons, NM-Mexico objects to the proposed assumption and assignment of the NM-Agreements. Even if the NM-Agreements are subject to assumption and assignment, NM-Mexico is not currently able to agree to the Proposed Cure Amount set forth in the Notice.

5. Notice of this Objection was served electronically through the Court's ECF system, as well as by overnight delivery in accordance with paragraph 3(d) of the Notice.

WHEREFORE, National Material of Mexico S. de R.L. de C.V. respectfully requests that the Court enter an order consistent with the objections set forth above and grant such other and further relief as the Court deems just and equitable.

Respectfully submitted,

NATIONAL MATERIAL OF
MEXICO S. de R.L. de C.V.

Dated: May 22, 2009

/s/ Allen J. Guon

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Pro hac vice application pending

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