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*NEW UNITED MOTOR MANUFACTURING, INC.*

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

**In re**  
**MOTORS LIQUIDATION COMPANY, *et al.*,**  
**f/k/a General Motors Corp., *et al.*,**  
**Debtors.**

Chapter 11  
Case No.: 09-50026 (REG)  
(Jointly Administered)

**NEW UNITED MOTORS  
MANUFACTURING, INC.,**  
  
Plaintiff,  
  
v.  
  
**MOTORS LIQUIDATION COMPANY,**  
  
Defendant.

Adversary Proceeding  
Case No.:

New United Motors Manufacturing, Inc. (“**NUMMI**”) hereby brings this Complaint against Motors Liquidation Company (“**MLC**”) to commence an Adversary Proceeding and to

amend its timely-filed Proof of Claim numbered 67357 filed in the above-captioned proceeding on November 24, 2009. NUMMI alleges as follows:

### **INTRODUCTION**

1. NUMMI files this Complaint to assert breach of contract claims and a promissory estoppel claim against MLC for violating its contractual commitments and promises to NUMMI.

2. Since its creation in 1983, NUMMI produced over one million MLC vehicles and provided billions of dollars of manufacturing know-how that MLC employed in its facilities around the world. NUMMI is unique joint venture, unlike MLC's tier-one suppliers.

3. In 1983, during a time of financial hardship for MLC, MLC and Toyota Manufacturing Company ("**TMC**") partnered as joint venturers to form NUMMI. Operating the last auto assembly plant on the West Coast, NUMMI was a fertile testing ground for MLC that charted new territory in the industry by combining a Japanese production model with an American workforce. Recognizing what it could gain from NUMMI, MLC made key contractual and other commitments to ensure NUMMI's viability. MLC promised to support NUMMI's business, buy tens of thousands of NUMMI's vehicles per year and be responsible for NUMMI's financial needs.

4. Until 2009, MLC met its contractual obligations to NUMMI. NUMMI built an award-winning manufacturing plant that produced millions of vehicles for the American market. MLC not only received vehicles for resale, but it also learned Japanese manufacturing techniques through its collaboration with NUMMI and TMC, bringing new efficiencies to its entire business and obtaining billions of dollars of value. NUMMI operated as a joint venture. MLC and TMC were both integral to NUMMI's operations and business planning. And when NUMMI needed additional funding or pricing relief, MLC (and TMC) supported NUMMI.

5. MLC was handsomely rewarded for participating in NUMMI with award-

winning vehicles and immense manufacturing know-how, until the whole venture came to sudden stop last year.

6. In mid-2009, MLC chose to cease production at NUMMI, remove its board of directors appointees, and end its active participation in NUMMI. Those decisions breached MLC's commitments to NUMMI and sounded its death knell. MLC's withdrawal caused NUMMI to go out of business, eliminating over 4,500 jobs in Fremont, California and tens of thousands of supplier and support jobs in the surrounding communities. As the direct result of MLC's abandonment of NUMMI, NUMMI is now winding down its business.

7. At NUMMI's inception and through a series of contractual commitments over the years, MLC agreed to:

- a. Keep NUMMI viable;
- b. Purchase its products on a "continuous and stable" basis; and
- c. Share NUMMI's deficit equally with TMC in the event of dissolution or wind down.

8. In addition, in or around 2005, and then again through a contract in 2006, MLC promised to purchase a sufficient number of an updated vehicle model—the Pontiac Vibe (the "**Vibe**")—to support NUMMI through at least 2012. As a result of this commitment, NUMMI made a significant capital investment in developing and producing the Vibe.

9. NUMMI has not yet recovered the capital expenditures it made in 2006 for the Vibe. And, unlike TMC, MLC has refused to contribute to NUMMI's deficit during the wind down. As set forth below, NUMMI is entitled to damages from MLC for its unrecovered Vibe investment and its wind down deficit based on MLC's breach of its contracts with NUMMI, MLC's breach of the implied covenant of good faith and fair dealing and its failure to fulfill its

promise related to Vibe production.

### **PARTIES**

10. NUMMI was founded as a joint venture between MLC and TMC in 1983. In 1984, NUMMI was incorporated under the laws of the State of California. Its principal place of business is Fremont, California. Under the Shareholders' Agreement between MLC and TMC, each party is a 50% shareholder in NUMMI. Until MLC withdrew, NUMMI's board of directors consisted of four MLC appointees and four TMC appointees, with NUMMI's president serving as the ninth director.

11. MLC is "Old GM," the primary debtor in these chapter 11 proceedings commenced on June 1, 2009 in this Court. GM (General Motors) was an American automobile manufacturer that owned and marketed its vehicles under the Buick, Chevrolet, GMC and Pontiac brands, among others. On July 10, 2009, after obtaining Court approval, MLC sold substantially all of its assets to General Motors, LLC ("**New GM**"). MLC's fifty percent (50%) interest in NUMMI was not included in the sale to New GM.

12. TMC is a Japanese automobile manufacturer that markets its vehicles under the Toyota brand.

### **JURISDICTION AND VENUE**

13. This action is brought pursuant to Rules 7008, 7012 and 9014 of the Federal Rules of Bankruptcy Procedure to seek relief in accordance with Sections 501 and 502 of Title 11 of the United States Code.

14. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1334 and 157. The matter concerns the allowance of claims against the estate and is therefore a core proceeding under 28 U.S.C. § 157(b)(2)(B).

15. Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

## GENERAL ALLEGATIONS

### I. FORMATION OF THE NUMMI JOINT VENTURE

16. In 1982, MLC shut its manufacturing plant in Fremont, California as part of company-wide downsizing due to severe economic losses and production problems. Not long after, MLC and TMC began discussions about a joint venture that would restart automobile manufacturing in Northern California and provide both companies with vehicles for the American market.

17. In 1983, MLC and TMC signed a Memorandum Of Understanding (the “**1983 MOU**”) as the basis for their NUMMI joint venture. Through this agreement, both TMC and MLC pledged their support to NUMMI by promising to “enhance[] [NUMMI’s] success[,]” “increas[e] its production to the maximum extent possible[,]” price its vehicles “to provide a reasonable profit” to NUMMI, “take necessary measures” if NUMMI was “endanger[ed]” and provide guarantees to NUMMI’s lenders as needed. (Ex. A at 1, 3, 4, 7.)

18. In addition, MLC and TMC agreed that “[a]ny surplus or deficit of the JV as at termination of the JV will be shared equally by [TMC] and [MLC], in line with [TMC’s] and [MLC’s] ownership.” (Ex. A at 10.)

19. With this agreement in place, NUMMI incorporated in 1984. The Shareholders’ Agreement between MLC and TMC contained and incorporated many of the provisions of the 1983 MOU. For example:

- a. Section 3.1(b) stated that MLC and TMC “shall assist [NUMMI] in increasing its production to the maximum extent possible . . .”;
- b. Section 6.2 provided that the parties will work together to set vehicle prices to “provide a reasonable profit” to NUMMI; and
- c. Section 4.2 repeated MLC’s and TMC’s promise to sign guarantees as

needed for NUMMI's financing.

(Ex. B.)

20. The Shareholders' Agreement did not remove the obligation that "[a]ny surplus or deficit of the JV as at termination of the JV will be shared equally by [TMC] and [MLC], in line with [TMC's] and [MLC's] ownership." Section 4.3 of the Shareholders' Agreement preserved the 1983 MOU obligation to share in any deficit that existed at NUMMI's termination:

Except as otherwise provided in any agreement or instrument to which the parties signatory hereto are parties, [NUMMI] shall be responsible for the payment of all of its own expenses.

(Ex. B.) In other words, although NUMMI was generally responsible for its expenses, upon termination of the joint venture, TMC and MLC remained responsible for any remaining deficit because this commitment was "otherwise provided" for in the 1983 MOU.

21. In 1984, the parties entered into a series of other agreements to facilitate information sharing between TMC and NUMMI and MLC (collectively, the "**Information Sharing Agreements**"). Under the Vehicle License Agreement, TMC provided "technical information" to NUMMI and MLC. Examples of "technical information" included "[k]now-how and services concerning plant design (process planning, building design, layout, equipment planning and similar matters)[,]" and "services concerning equipment procurement and installation." (Ex. C at § 3.1(b)-(c).) Under the Memorandum On Technical Assistance between TMC and MLC, TMC provided MLC with specifications for the parts of vehicles NUMMI would make, as well as owners' manuals and repair manuals. (Ex. D at § 2.1(a), (d).) Under the Service Parts License Agreement, TMC provided MLC with "drawings for services parts and engineering standards" for the vehicles that NUMMI would produce. (Ex. E at § 2.1).

22. In sum, NUMMI's purpose was not just to produce cars. The NUMMI venture was designed as a way for MLC to learn Japanese manufacturing methods from TMC, which

was famous for its own cars and manufacturing plants. NUMMI would also help MLC by introducing it to TMC's teamwork-based production environment.

23. Indeed, in its final approval of the NUMMI joint venture, the Federal Trade Commission (“**FTC**”) noted that TMC and MLC's joint venture “promises substantial benefits for American consumers, for American labor, and for the American manufacturing sector in general.” *In re General Motors Corp.*, 103 F.T.C. 374 (1984) (Douglas, G., concurring). The FTC emphasized three principal benefits of the NUMMI joint venture: (1) an “increase [in] the total number of small cars available in America, thus allowing consumers a greater choice at lower prices, despite present restrictions on Japanese imports;” (2) “the joint venture car will cost less to produce than if GM were forced to rely immediately on some other production source;” and (3) “the joint venture offers a valuable opportunity for GM to complete its learning of more efficient Japanese manufacturing and management techniques.” 103 F.T.C. 374 (Miller III, J., concurring). The FTC added “to the extent the [joint] venture demonstrates the Japanese system can be successfully adapted to the United States, the [joint] venture should lead to the development of a more efficient and competitive U.S. industry. Evidence obtained during the Commission's investigation persuasively establishes that a successful experiment at [NUMMI] could serve as a predicate for other domestic auto makers and their unionized employees to work out similar flexibility in work rules and practices.” *Id.*

24. Thus, under the 1983 MOU, the Shareholders Agreement and the Information Sharing Agreements, both MLC and TMC understood NUMMI to be a “joint venture,” “partnership” and “friendship,” and they used these terms when discussing NUMMI and its viability. TMC and MLC had a special relationship with NUMMI that was unlike standard customer-supplier relationships in the automotive industry. As discussed below, the parties'

course of performance shows that they acted accordingly.

## II. NUMMI'S BUSINESS AND LABOR RELATIONS

25. NUMMI was located in its Fremont, California facility, which comprised 5.5 million square feet on approximately 380 acres. NUMMI's core values were based on five cornerstones: teamwork, challenge, *kaizen* ("improvement"), respect and *genchi genbutsu* ("go and see" or the principle that in order to understand and improve production processes, one needs to closely observe and study them).

26. NUMMI invited MLC's former employees from the Fremont plant to apply for positions. New employees received rigorous training based on TMC's production model. Many employees traveled to Japan for weeks of classroom and on-the-job training. Soon, NUMMI conducted this training at its own facility.

27. In December 1984, the first NUMMI vehicle—a Chevrolet Nova—rolled off of the assembly line. The Chevrolet Nova was recognized for its quality and compared favorably to TMC's cars manufactured in Japan. By December 1985, NUMMI was running two shifts at full capacity. It produced its 500,000th vehicle in 1988, its 1,000,000th vehicle in 1991 and its 2,000,000th vehicle in 1994.

28. Over the years, NUMMI generated thousands of jobs. NUMMI was also recognized for its collaborative approach to labor relations. It signed a unique collective bargaining agreement with the United Automobile Workers ("UAW") that emphasized the philosophy of mutual trust and respect. It contained a number of concepts not found in most labor agreements, including non-confrontational problem-resolution procedures, advance consultation with the UAW on relevant business issues, minimum job classifications that provided work flexibility and a "no strike" provision over safety standards. At its peak, NUMMI had 5,700 employees.

29. As of its shut down, NUMMI was the last automobile manufacturer in the western United States.

### **III. NUMMI'S UNIQUE PRODUCTION MODEL**

30. From 1984 to June 2009—when MLC withdrew from NUMMI and rejected its contracts with NUMMI—NUMMI produced nearly two million vehicles for MLC. MLC, TMC and NUMMI worked to develop a new vehicle model every four to five years. Then, every two years, NUMMI would implement a set of model upgrades to the existing model. Through this production cycle, MLC and TMC were able to bring new models to market every other year. To support the production of MLC's and TMC's vehicles, NUMMI made significant capital expenditures for each production cycle. These expenditures included separate categories for model-specific machinery and equipment, furniture and fixtures, computer hardware and software, platform tooling and other tooling.

31. NUMMI produced many award-winning vehicles, including the Toyota Corolla, the Toyota Tacoma truck and the Pontiac Vibe. Other models included the Geo Prizm (an MLC vehicle) and the Toyota Voltz.

32. NUMMI received over 50 corporate and quality awards from organizations and agencies including the United States Environmental Protection Agency, the California Integrated Waste Management Board and J.D. Power and Associates.

33. Just as NUMMI's production process emphasized teamwork, the business mechanism that calibrated NUMMI's production levels and pricing structure was a true collaboration between MLC, TMC and NUMMI.

34. NUMMI's operations were governed by the Vehicle Supply Agreement (the "**VSA**"), which MLC, TMC and NUMMI signed in 1984 and repeatedly renewed. The VSA stated that NUMMI was under "the joint-control of" MLC and TMC. (Ex. F at 1.) It required

MLC to “purchase [NUMMI-produced vehicles] on a continuous and stable basis.” (Ex. F at § 4.1(b).) Specifically, the VSA stated that the parties’ intended for MLC to purchase over 200,000 cars per year from NUMMI. (Ex. F at § 4.1(b).) Later, NUMMI began producing vehicles for TMC as well. NUMMI’s production levels were consistently above the VSA’s 200,000 vehicles-per-year benchmark.

35. To implement the VSA, MLC and NUMMI “agree[d] that their mutual interests c[ould] be served only if orderly procedures are followed, and that a degree of flexibility is necessary in the negotiation of the applicable items to accommodate [MLC]’s marketing and purchasing requirements and [NUMMI]’s interest in endeavoring to manufacture the Products on a volume basis.” (Ex. F at § 4.1(c).) Thus, specific orders for NUMMI’s vehicles were governed by individual sales contracts (each an “**Individual Sales Contract**”). (Ex. F at § 4.2.) Section 4.2 of the VSA stated that “[NUMMI] has no obligation to supply and [MLC] has no obligation to purchase any Products until the parties enter into [an Individual Sales Contract].” But this section also stated that the “general principles” of Section 4.1 applied: for MLC to purchase NUMMI’s vehicles on “a continuous and stable basis.” The VSA’s broad mandate required MLC to purchase vehicles from NUMMI because it required MLC to place orders through the Individual Sales Contracts on a continuous basis. And that is what MLC did until it walked away from NUMMI.

36. The procedures for entering into an Individual Sales Contract included a “purchase procedures manual pursuant to which specific delivery, packaging and other procedures relating to the supply and purchase of the Products” were set forth (the “**Purchase Procedures Manual**”) and the Manual For Allocation Of NUMMI Production (the “**Manual Of Allocation**”). (Exs. G, H.)

37. Together, the Manual Of Allocation and the Purchase Procedures Manual worked as follows:

- a. Each year, NUMMI developed an annual production and allocation plan and notified MLC and TMC. The annual plan contained monthly allocations and the parties would negotiate any requested adjustments or other unresolved issues. A finalized annual plan was then agreed upon and was set forth on a calendar week basis. (Ex. G at § III.A.)
- b. Then, on a bi-monthly or quarterly basis, MLC and TMC met with NUMMI met to revisit the annual production plan. Often all three parties met together (each a “**Three-Party Meeting**”). Through bilateral meetings and Three-Party Meetings, the parties agreed to “a fixed allocation of total production capacity for the third month following the specified month of the meeting.” (Ex. G at § III.B(1)). In other words, MLC and TMC set a finalized monthly production level three months in advance so that NUMMI could anticipate MLC’s and TMC’s needs.
- c. Finally, each week, MLC submitted orders to NUMMI for its vehicles. This step of the process was laid out in the Purchase Procedures Manual. (Ex. H at § III.C.) MLC submitted a “Final Requirement Schedule” to NUMMI every week that set the production level for the following week. (Ex. H at § III.A(1).) Unless NUMMI notified MLC otherwise, the “Final Requirement Schedule” became an Individual Sales Contract for that following week. (Ex. H at § III.A(4).)
- d. Thus, under the VSA (and through the Manual Of Allocation and the

Purchase Procedures Manual), MLC and NUMMI formed an Individual Sales Contract every week.

- e. MLC made daily payments to NUMMI. The payments were pegged to NUMMI's deliveries and generally occurred three to four days after a delivery. (Ex. H at § III.D(2).)

38. In addition to setting NUMMI's production levels, the Three-Party Meetings were strategy sessions. The parties discussed NUMMI's financial results, vehicle specifications, overall productivity, capital projects and labor issues, among other topics. MLC and TMC often assessed NUMMI's performance, expressed views regarding how NUMMI fit with their respective businesses and made new proposals for NUMMI's product line. Thus, apart from board meetings, NUMMI's entire business was constantly being monitored and steered by MLC and TMC. All parties worked together and had a special relationship.

#### **IV. THE PONTIAC VIBE PRODUCTION CYCLE**

39. In 2005, MLC, TMC and NUMMI embarked on what would be their final major model upgrade: the Vibe. The Vibe was a compact four-door hatchback car marketed under MLC's Pontiac brand. It first came on the market in 2002 and was generally targeted to younger buyers due, in part, to its "sports utility vehicle"-like features.

40. At a three party meeting in December 2005 (prior to the 2006 MOU), MLC promised that if NUMMI developed the Vibe, MLC would purchase enough of them to keep NUMMI viable through 2012. Specifically, MLC represented that it would purchase a total of 325,000 Vibes from 2008 to 2012. This promise formed the basis for a March 2, 2006 Memorandum Of Understanding (the "**2006 MOU**") that built off of the VSA and continued the NUMMI joint venture. (Ex. I.)

41. In the 2006 MOU, the parties agreed on the production of new car models for

2008 through 2012 “to help ensure that all Parties remain viable.” (Ex. I.) Consistent with the 1983 MOU, the Shareholders’ Agreement and the VSA, the parties repeatedly emphasized their commitment to NUMMI’s continued viability in other provisions of the 2006 MOU:

- a. Section 1(2) provides: “The Parties understand the importance of realizing annual production volume of 230,000 units of products. Both TMC and [MLC] will make best efforts to maximize the production volume during the model life in consideration of maintaining the stability of operations at NUMMI.” (Ex. I.)
- b. Section 2(1) provides: “The Parties recognize the important of adequate contribution margin to support NUMMI’s viability. The Parties agree to set the weighted average amount of NUMMI’s initial contribution margin” at acceptable levels. (Ex. I.)
- c. Section 7 provides: “The Parties agree that they will annually review all of the contents described herein to ensure that NUMMI will remain viable and that the results from NUMMI’s operations continue to be acceptable for TMC and MLC.” (Ex. I.)

42. Under the 2006 MOU, MLC indicated that it would purchase “at least 65,000 Vibes” per year from 2008 to 2012 based on a total production volume of 225,000 units per year. (Ex. I at § 1(3).) In fact, MLC “desired” to have 72,000 Vibes allocated to MLC for 2008. (Ex. I at § 1(4).) MLC wanted this increased allocation because “NUMMI represents the single plant manufacturing Vibes for GMC.” (Ex. I at § 1(4).)

43. While the 2006 MOU stated that MLC had “a right, but not an obligation” to purchase at least 65,000 Vibes per year based on that production volume, this language refers to

the allocation between MLC and TMC vehicles, and it did not limit MLC's overarching obligations to "help ensure that all Parties remain viable" and "make best effort[s] to maximize the production volume . . . in consideration of maintaining the stability of operations at NUMMI." (Ex. I at §§ 1(2)-(3).)

44. The parties also agreed to set the "planned production volume" of the Vibe every year for the upcoming three year period and to establish "a final allocation plan" that "is mutually agreeable to the Parties, consistent with the spirit of the Joint Venture." (Ex. I at § 5.)

45. Based on MLC's promises and in anticipation for Vibe production under the 2006 MOU, NUMMI made capital expenditures in excess of \$1.6 billion for the latest generation of MLC and TMC vehicles, including the Vibe. This amount consisted of, among other items, nearly \$700 million for machinery and equipment, approximately \$200 million for platform tooling and over \$30 million for computer hardware and software. NUMMI had manufactured over one hundred and fifty thousand Vibes for MLC through August 2009, when MLC submitted its final order.

## **V. MLC'S COMMITMENTS TO NUMMI AND MLC'S COURSE OF PERFORMANCE**

46. As a summary of the foregoing, NUMMI's history shows that MLC was committed to NUMMI (that is, before MLC decided to leave the joint venture). MLC understood that the benefits it would receive from NUMMI extended beyond the vehicles that NUMMI produced from MLC. MLC knew that the new production and management techniques it would learn from TMC could be applied to other segments of its business and improve its overall operations.

47. Accordingly, MLC made express and lasting contractual commitments to NUMMI including, without limitation, the following:

- a. ***MLC agreed to keep NUMMI “viable.”*** This commitment is reflected in the 1983 MOU, the Shareholders Agreement and the VSA and was expressly enumerated in the 2006 MOU.
- b. ***MLC agreed to purchase vehicles from NUMMI on a “continuous and stable basis.”*** The VSA contains this language and this obligation was implemented through the Manual Of Allocation and the Purchase Procedures Manual. The 2006 MOU reaffirmed this commitment.
- c. ***MLC agreed to share NUMMI’s deficit upon termination of the joint venture.*** This commitment was contained in the 1983 MOU (and was not altered by the Shareholders’ Agreement and is not inconsistent with the Shareholders’ Agreements’ other terms).

48. MLC demonstrated its commitment to NUMMI over the years. For example, in addition to continuously purchasing vehicles and playing its part in directing NUMMI’s production and allocation process, MLC helped develop NUMMI’s long-term business plans. At the Three-Party Meetings, MLC reviewed long-term financial projections for NUMMI, some of which were presented to NUMMI’s board of directors. These four to five year projections were often collaborations based on the parties anticipated production metrics and marketing plans.

49. Further, MLC made additional capital contributions when NUMMI encountered difficulties. In 1989, when NUMMI incurred losses well beyond shareholder equity, MLC and TMC each contributed \$30 million to NUMMI by amending their Subscription Agreement. (Ex. J.) In 1992, NUMMI again needed additional capital and MLC and TMC provided another \$25 million each (amending the Subscription Agreement again). (Ex. K.)

50. Later, under the 2006 MOU, MLC was proactive in supporting the NUMMI joint

venture. MLC purchased approximately 60,000 Vibe in 2006 and 50,000 Vibe in 2007. Even when MLC asked for pricing adjustments in 2006, MLC promised to maintain a purchase level of at least 47,000 vehicles per year for 2008. In fact, MLC purchased over 70,000 Vibe in 2008. Further, when NUMMI informed MLC and TMC in early 2008 that the Vibe model was losing money for NUMMI, MLC agreed to help close the gap by increasing the “transfer price” it paid for each Vibe by \$1,000—a \$65 million yearly contribution. That is, consistent with its contractual obligations, and despite its own financial difficulties, MLC agreed to pay \$1000 *more* for each vehicle in 2008.

51. In the end, NUMMI was a successful venture for over 25 years. All parties benefiting from their relationship. Aside from the nearly two million vehicles it received, MLC benefited from the NUMMI partnership by studying NUMMI to improve its own manufacturing efficiency and business culture. At a special meeting in June 2009, MLC’s representative summarized its history with NUMMI by referring to the “billions of dollars worth of learnings we had garnered from NUMMI.”

## **VI. MLC WITHDRAWS FROM NUMMI**

52. MLC engaged in restructuring efforts during 2008 and 2009.

53. As MLC continued with its restructuring in the spring of 2009, it reaffirmed its commitment to NUMMI even though it said it was considering cancelling the Pontiac brand.

54. On April 27, 2009, MLC announced that it was discontinuing Pontiac. Around this time, MLC confirmed that it was still committed to NUMMI’s viability and production stability. MLC stated that it would explore alternatives to the Vibe for NUMMI to produce.

55. MLC reaffirmed its commitment to NUMMI in subsequent letters to TMC. MLC did not state that it would stop purchasing the Vibe or a rebadged version.

56. NUMMI engaged in good faith discussions with MLC about re-branding the Vibe

to another MLC brand. NUMMI and MLC likely could have reached a beneficial agreement on a substitute for the Vibe that would have met MLC's needs and kept NUMMI in business.

57. Yet on May 21, 2009, MLC stated that it would not continue to explore possibilities for NUMMI to continue to produce the Vibe or a similar product. Instead, MLC proposed that NUMMI manufacture a version of the Toyota Tacoma—an award-winning light truck that NUMMI had been building for TMC since 1995—for MLC. MLC made agreeing on a MLC version of the Tacoma a precondition to NUMMI's continued existence.

58. On June 4, 2009, as the parties discussed MLC's Tacoma proposal, MLC informed TMC and NUMMI that it would discontinue Vibe purchases in August 2010. On June 12, MLC moved that date up to August 2009. MLC also set a June 25 deadline for a decision on the MLC Tacoma.

59. NUMMI informed MLC that, regardless of the Tacoma project, it was unlikely to remain viable without Vibe production. NUMMI was prepared to continue Vibe production and meet all of its other obligations to MLC and TMC.

60. On June 26, 2009, MLC announced that it would withdraw from NUMMI. NUMMI produced its last Vibe in the beginning of August and MLC's board appointees resigned on August 12, 2009.

61. MLC has not participated in NUMMI's operations, purchased any NUMMI vehicles or provided it with funding since August 2009. MLC's decision to withdraw from the NUMMI joint venture was an economic decision that was not beyond its own control.

62. NUMMI has not recouped over \$185 million in capital outlays under the 2006 MOU related to the Vibe.

## **VII. NUMMI'S WIND DOWN**

63. MLC's decision to exit NUMMI ended its collaborative management structure and its information-sharing purpose.

64. Two weeks after MLC's board members resigned from NUMMI, TMC announced that it would stop NUMMI's production of TMC vehicles in March 2010.

65. NUMMI produced its last automobile on April 1, 2010. Over 4,500 employees have lost or will lose their jobs. NUMMI is currently working to ensure that its pension program is funded. NUMMI also potentially faces considerable claims from third party suppliers and other vendors.

66. MLC's allocated portion of NUMMI's total wind down deficit may exceed \$180 million. Significant drivers of the total potential wind down costs include funding workers' compensation claims, defined pension plan funds, land and building clean up, post-production operational wind down costs and potential product liability claims.

67. TMC is participating in NUMMI's wind down. A TMC appointee remains on NUMMI's board, its representatives are assisting in the NUMMI plant closure and it is providing financial assistance to NUMMI for the wind down.

68. On November 24, 2009, NUMMI filed a timely Proof of Claim (No. 67357) against MLC for the contractual and other damages alleged herein. (Ex. L.) The Proof of Claim sought damages in the amount of \$500 million and reserved NUMMI's right to amend, modify or supplement its claims.

69. On November 9, 2010, the Court held a hearing regarding the objection to NUMMI's Proof of Claim filed by MLC. At the hearing, the Court proposed and the parties agreed to treat the claims raised in TMC's separately-filed Proofs of Claims and NUMMI's Proof of Claim as a plenary litigation subject to Federal Rule of Bankruptcy Procedure 9014 and

Federal Rules of Civil Procedure 8 and 12. NUMMI files this Complaint pursuant to Court's request and the parties' Joint Stipulation and [Proposed] Scheduling Order, filed on November 24, 2010 (Docket No. 7913).

## **CAUSES OF ACTION**

### **OVERVIEW**

70. NUMMI's causes of action are based on four separate contractual obligations and, in the alternative, promises that MLC made to NUMMI.

71. **First**, NUMMI asserts claims based on MLC's contractual obligations under the 1983 MOU, the Shareholders' Agreement and the 2006 MOU to keep NUMMI *viable*.

72. **Second**, NUMMI asserts claims based on MLC's contractual obligation under the VSA and the 2006 MOU to purchase vehicles on a *continuous and stable basis*, including the obligation to purchase Vibes through 2012.

73. **Third**, NUMMI asserts claims based on MLC's contractual obligation under the 1983 MOU to share NUMMI's "*deficit*" at termination.

74. **Fourth**, NUMMI asserts a claim based on *the implied covenant of good faith and fair dealing* inherent in all of the above-referenced agreements arising from MLC's refusal to negotiate in good faith to find an alternative for Vibe production at NUMMI.

75. **Fifth**, as an alternative basis for relief, NUMMI asserts a promissory estoppel claim based on MLC's promises to purchase Vibes from NUMMI through 2012.

**FIRST SET OF OBLIGATIONS: “VIABILITY”**

**COUNT 1: BREACH OF CONTRACT (1983 MOU AND SHAREHOLDERS’ AGREEMENT § 3.1(b))**

76. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

77. The 1983 MOU was a validly executed contract in which MLC promised to keep NUMMI viable by “assist[ing] [NUMMI] in increasing its production to the maximum extent possible . . . .” (Ex. A at 3.)

78. The Shareholders’ Agreement was a validly executed contract in which MLC promised to keep NUMMI viable by “assist[ing] [NUMMI] in increasing its production to the maximum extent possible . . . .” (Ex. B at § 3.1.(b).)

79. NUMMI is entitled to enforce the 1983 MOU and the Shareholders’ Agreement as a third party beneficiary of those contracts. As the basis for NUMMI’s existence, those agreements were entered into with the intent to benefit NUMMI.

80. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

81. MLC’s decision to withdraw from the NUMMI venture breached its contractual duty to assist NUMMI in maximizing its production under both the 1983 MOU and the Shareholders’ Agreement.

82. MLC’s breach of its obligations to assist NUMMI in maximizing its production has caused damages to NUMMI because it forced NUMMI to wind down. After MLC withdrew from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC’s commitment

in the 1983 MOU and the Shareholders' Agreement to assist in maximizing production, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its contractual obligations, NUMMI would have recovered these costs.

83. NUMMI's damages include (i) its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial and (ii) MLC's share of NUMMI's deficit during wind down, which is estimated to be in excess of \$180 million or an amount to be proven at trial.

**COUNT 2: BREACH OF CONTRACT (2006 MOU § 1(2))**

84. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

85. The 2006 MOU was a validly executed contract in which MLC promised to keep NUMMI viable by "mak[ing] best efforts to maximize the production volume during the model life in consideration of maintaining the stability of operations at NUMMI." (Ex. I at § 1(2).)

86. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

87. MLC's decision to withdraw from the NUMMI venture breached its contractual duty to "maximize the production volume during the model life" for the Vibe under the 2006 MOU.

88. MLC's breach of its obligation to assist NUMMI in maximizing its production volume during the model life of the Vibe has caused damages to NUMMI because it forced NUMMI to wind down. After MLC withdrew from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC's commitment in the 2006 MOU to assist in maximizing

production volume during the model life of the Vibe, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its contractual obligations, NUMMI would have recovered these costs.

89. NUMMI's damages include (i) its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial and (ii) MLC's share of NUMMI's deficit during wind down, which is estimated to be in excess of \$180 million or an amount to be proven at trial.

**COUNT 3: BREACH OF CONTRACT (2006 MOU § 7)**

90. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

91. The 2006 MOU was a validly executed contract in which MLC promised to "review all the contents described herein to ensure that NUMMI will remain viable . . . ." (Ex. I at § 7.)

92. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

93. MLC's decision to withdraw from the NUMMI venture breached its contractual duty to "ensure that NUMMI will remain viable" under the 2006 MOU.

94. MLC's breach of its obligation to ensure that NUMMI remained viable has caused damages to NUMMI because it forced NUMMI to wind down. After MLC withdrew from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC's commitment in the 2006 MOU to ensure that NUMMI remained viable, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its

contractual obligations, NUMMI would have recovered these costs.

95. NUMMI's damages include (i) its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial and (ii) MLC's share of NUMMI's deficit during wind down, which is estimated to be in excess of \$180 million or an amount to be proven at trial.

**SECOND SET OF OBLIGATIONS: "CONTINUOUS AND STABLE PURCHASES"**

**COUNT 4: BREACH OF CONTRACT (VSA § 4.1)**

96. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

97. The VSA is a validly executed contract in which MLC promised to purchase vehicles from NUMMI on a "continuous and stable basis." (Ex. F at § 4.1.)

98. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

99. MLC's decision to stop purchasing vehicles from NUMMI breached its contractual duty to purchase NUMMI's vehicles on a continuous and stable basis under the VSA.

100. MLC's breach of its agreement to purchase vehicles from NUMMI on a continuous and stable basis has caused damages to NUMMI because it forced NUMMI to wind down. After MLC stopped purchasing vehicles from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC's commitment in the VSA to purchase NUMMI vehicles on a continuous and stable basis, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its contractual obligations,

NUMMI would have recovered these costs.

101. NUMMI's damages include its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial.

**COUNT 5: BREACH OF CONTRACT (2006 MOU § 1(3))**

102. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

103. The 2006 MOU is a validly executed contract in which MLC promised to purchase Vibes from NUMMI from 2008 to 2012. (Ex. I at § 1(3).)

104. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

105. MLC's decision to stop purchasing Vibes from NUMMI breached its contractual duty under the 2006 MOU to purchase Vibes from NUMMI through 2012.

106. MLC's breach of its agreement to purchase Vibes from NUMMI through 2006 has caused damages to NUMMI because it forced NUMMI to wind down. After MLC stopped purchasing vehicles from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC's commitment in the 2006 MOU to purchase Vibes from 2008 to 2012, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its contractual obligations, NUMMI would have recovered these costs.

107. NUMMI's damages include (i) its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial and (ii) MLC's share of NUMMI's deficit during wind down, which is estimated

to be in excess of \$180 million or an amount to be proven at trial.

**THIRD OBLIGATION: “DEFICIT AT TERMINATION”**

**COUNT 6: BREACH OF CONTRACT (1983 MOU)**

108. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

109. The 1983 MOU was a validly executed contract in which MLC promised to share NUMMI’s deficit equally with TMC at NUMMI’s termination. (Ex. A at 10.)

110. NUMMI is entitled to enforce the 1983 MOU as a third party beneficiary of that contract. As the basis for NUMMI’s existence, this agreement was entered into with the intent to benefit NUMMI.

111. NUMMI performed any obligations it had under the 1983 MOU by maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture.

112. MLC has breached its contractual duty to contribute equally with TMC to NUMMI’s deficit at termination by refusing to contribute anything to NUMMI’s wind down.

113. MLC’s breach of its agreement to be responsible for NUMMI’s deficit during its wind down has caused damages to NUMMI in the amount of MLC’s share of NUMMI’s deficit during wind down, which is estimated to be in excess of \$180 million or an amount to be proven at trial.

**FOURTH OBLIGATION: GOOD FAITH AND FAIR DEALING**

**COUNT 7: BREACH OF CONTRACT (IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

114. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

115. The 1983 MOU, the Shareholders Agreement, the VSA and the 2006 MOU are validly executed contracts that each include the implied covenant of good faith and fair dealing.

116. NUMMI is entitled to enforce the 1983 MOU and the Shareholders Agreement as a third party beneficiary of those contracts. As the basis for NUMMI's existence, those agreements were entered into with the intent to benefit NUMMI.

117. NUMMI performed its obligations under its contracts with MLC by, among other things, maintaining agreed-upon production levels at its facility and delivering the vehicles that MLC ordered in a timely manner. NUMMI ceased producing vehicles for MLC only because MLC breached its agreements with NUMMI and TMC and ended the joint venture. NUMMI also negotiated in good faith with MLC and TMC regarding alternatives models or re-branded models to continue production at NUMMI to benefit all parties.

118. MLC's decision to withdraw from the NUMMI venture breached the covenant of good faith and fair dealing inherent in the agreements between the parties because MLC refused to negotiate in good faith for a vehicle for NUMMI to produce as a replacement to the Vibe, because MLC did not properly evaluate the other options available to the parties and because MLC otherwise refused to continue as a partner in NUMMI. Rather than negotiate in good faith to find an acceptable arrangement for the parties that would have continued the NUMMI joint venture, MLC attempted to extract an agreement from NUMMI to produce a light-truck model at an unworkable price.

119. MLC's breach of the covenant of good faith and fair dealing has caused damages to NUMMI because it forced NUMMI to wind down. After MLC withdrew from NUMMI, the purpose of the joint venture was defeated. In reliance on MLC's commitment in all of the contracts discussed above to continue the joint venture in good faith, NUMMI expended hundreds of millions of dollars in capital expenditures for Pontiac Vibe production. Had MLC fulfilled its contractual obligations, NUMMI would have recovered these costs.

120. NUMMI's damages include (i) its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount approximating \$185 million or an amount to be proven at trial and (ii) MLC's share of its wind down costs, which are estimated to be in excess of \$180 million or an amount to be proven at trial.

### **PROMISSORY ESTOPPEL**

#### **COUNT 8: PROMISSORY ESTOPPEL**

121. NUMMI hereby incorporates by reference each of the paragraphs above, as though fully set forth herein.

122. NUMMI asserts this promissory estoppel count as an alternative basis for relief from its breach of contract claims.

123. In 2005, MLC promised to purchase NUMMI's a new Vibe vehicle from NUMMI at high enough levels to sustain NUMMI through 2012. MLC renewed this promise in 2006, 2007 and 2008.

124. NUMMI relied on MLC's promises by investing over \$1.6 billion to upgrade its plant and develop the Vibe. NUMMI's conduct was reasonable given the parties long history of developing new vehicle models—NUMMI had always recouped its capital expenditures for new vehicle development in the past. NUMMI's conduct was foreseeable because MLC knew that

NUMMI could not develop the new Vibe without making the capital expenditures.

125. NUMMI was harmed by its reliance on MLC's promise to purchase Vibes at substantial levels from 2008 to 2012 because MLC stopped purchasing Vibes in 2009 and, as a result, NUMMI has not recovered its capital expenditures for the Vibe project. Had MLC fulfilled its promises to NUMMI, NUMMI would have recovered these costs.

126. NUMMI has suffered damages equalling its uncovered capital expenditures relating to the 2008-2012 Vibe production cycle in an amount exceeding \$185 million or an amount to be proven at trial.

### **REQUEST FOR RELIEF**

WHEREFORE, New United Motors Manufacturing, Inc. demands judgment against Motors Liquidation Corporation as follows:

- A. As to Count One, a judgment in an amount in excess of \$365 million, plus interest and costs;
- B. As to Count Two, a judgment in an amount in excess of \$365 million, plus interest and costs;
- C. As to Count Three, a judgment in an amount in excess of \$365 million, plus interest and costs;
- D. As to Count Four, a judgment in an amount in excess of \$185 million, plus interest and costs;
- E. As to Count Five, a judgment in an amount in excess of \$365 million, plus interest and costs;
- F. As to Count Six, a judgment in an amount in excess of \$180 million, plus interest and costs;



**EXHIBIT A**

TOYOTA MOTOR CORPORATION-  
GENERAL MOTORS CORPORATION

MEMORANDUM OF UNDERSTANDING

FEBRUARY 17, 1983

TOYOTA MOTOR CORPORATION (Toyota) and GENERAL MOTORS CORPORATION (GM) agree to establish a joint venture (JV) for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore produced, and related components described below. In so doing, it is the intent of both parties to provide such assistance to the JV as is considered appropriate to the enhancement of the JV's success. The JV will be limited in scope to this vehicle and this agreement is not intended to establish a cooperative relationship between the parties in any other business.

The purpose of this Memorandum is to summarize the current understanding of Toyota and GM regarding the basic parameters of this limited manufacturing arrangement.

#### Product

The vehicle to be manufactured by the JV will be derived from Toyota's new front-wheel drive Sprinter. Body styles will include a 4-Door Sedan and (6-12 months later) a 5-Door Liftback. Toyota will retain design authority over the vehicle, in consultation as to vehicle appearance with GM, the purchaser. As modifications will probably be made to the

Sprinter or Corolla over time in accordance with market demand, Toyota will effect similar changes to the JV vehicle if such changes are deemed desirable by the parties. Vehicle certification will be handled by Toyota, with assistance provided by the JV and GM as agreed upon by the parties.

#### Manufacturing

The JV will begin production of the GM-specific vehicle as early as possible in the 1985 Model Year with nominal capacity of approximately 200,000 units per annum at GM's former assembly facility in Fremont, California.

As part of the technical assistance stated hereinafter, Toyota will take the initiative, in consultation with GM, in designing the Fremont manufacturing layout and coordinating the related acquisition and installation of its machinery, equipment and tooling. In this regard, if GM deems it necessary for orders to be placed for construction of buildings, JV machinery, equipment and tooling prior to the establishment of the JV to facilitate a timely introduction of the initial JV vehicle in the 1985 Model Year, GM may do so in its own name directly or through Toyota, and the parties agree to share equally any capital expenditures or cancellation charges arising from such orders. The only exceptions to the above are as follows: In the event the JV is not established

as a result of unfavorable U.S. governmental review of the matters set forth in this Memorandum or, following consultations between the senior management of Toyota and GM, as a result of either party notifying the other on or prior to one hundred twenty (120) days following the signing of this Memorandum of Understanding by the parties that such party is not satisfied with the prospects for developing an acceptable employe relations structure, GM shall bear 100% of the cost of such expenditures and charges.

GM's annual requirements are presently expected to exceed 200,000 units per annum. Both parties will, therefore, assist the JV in increasing its production to the maximum extent possible within the available capacity. Requirements for capacity beyond the first module will be the subject of a separate study.

The JV may later produce a variation of the JV vehicle for Toyota. Toyota and GM may also agree for GM to source the GM-specific vehicle from Toyota assembly plants in Japan, freeing JV capacity for Toyota's full or partial production of Toyota-specific vehicles.

#### Purchase of Production Materials

The JV will purchase its production materials from those sources providing the least possible cost, consistent

with its standards for product quality and vendor reliability of supply. Based on this principle, Toyota and GM have agreed upon a tentative sourcing approach, under which specific components to be purchased from Toyota, GM and other outside vendors have been separately identified. Components to be manufactured by the JV, mainly major stampings, have also been identified.

Marketing

All GM-specific vehicles produced by the JV will be sold directly to GM or its designated marketing units for resale through GM's dealer network. If any variation of the JV vehicles should be produced by the JV for Toyota, such vehicles would be sold directly to Toyota or its designated marketing unit for resale through Toyota's dealer network. Neither Toyota nor GM will consult the other with respect to the marketing of JV products, or any other products, through their respective marketing organizations.

Vehicles sold by the JV should be priced by the JV to provide a reasonable profit for the JV, Toyota, and GM. To accomplish this, production costs must be kept as low as possible through the combined best efforts of the JV, Toyota, GM and other major suppliers. In this regard, the parties have been conducting extensive studies detailing how each can work to minimize JV expenses.

The initial JV selling price of the JV vehicle to be sold to GM during the 1985 Model Year will be determined at least 60 days prior to the start of production by negotiation between the JV and GM. This negotiation will be based on the production cost estimated 90 days prior to the expected start of production by the JV, with estimates of said cost to be guided by the feasibility study. In no event, however, will the said initial JV selling price be higher than the upper limit nor lower than the lower limit, each as defined below. The upper limit shall be determined by adjusting for feature differences the Dealer Net Price less 8% of Toyota's then current U.S. model front-wheel drive Corolla equipped comparably with the JV vehicle concerned, and the lower limit shall be determined by adjusting for feature differences the Dealer Net Price less 11% of said Corolla. The adjustment for feature differences will be made by agreement between the JV and GM.

Thereafter, although there may be exceptions, the JV vehicle selling price will be revised and determined for each model year. The new selling price for the new model year will be determined by applying to the selling price for the previous model year the Index as defined in Exhibit A. Since the calculations embodied in the Index may occasionally yield a selling price which is at significant variance with then

current market conditions, the JV and GM will in such cases negotiate a more appropriate selling price.

If model changes or specification changes of the vehicle manufactured by the JV are necessary, Toyota, GM and the JV will agree upon these model changes or specification changes. Toyota will present to the JV the plan for the model changes or specification changes concerned. Then, the JV will submit to and negotiate with GM the planned model changes and specification changes together with the planned price changes. These model changes and specification changes will be made as agreed upon by the JV and GM.

The methodology to be employed in pricing optional equipment available on the JV vehicle (both initial and subsequent) will be comparable to that described in the three preceding paragraphs.

The initial prices of Toyota and GM components purchased by the JV will be determined 90 days or more prior to the start of production by negotiation between the JV and component suppliers after the determination of the specifications of the JV vehicle. Identification of the respective sources of supply and determination of the initial component prices will be guided by the feasibility study, with adjustments made for changes in specifications and appropriate economics.

Thereafter, the prices of components will be reviewed semi-annually. The new prices will be determined by negotiation between the JV and component suppliers.

If it is anticipated that continuation of the above-mentioned methods for determination of the prices of the JV vehicles to be sold by the JV and of components to be purchased by the JV would cause those prices to be at such levels as the JV would incur the losses which could endanger the normal operation of the JV, Toyota, GM and the JV shall negotiate and take necessary measures.

As a fundamental principle, Toyota and GM shall each be free to price and free to market the respective vehicles purchased from the JV without restrictions or influence from the other.

#### Operating Responsibility

The JV will be jointly controlled by an equal number of Toyota and GM directors, in line with Toyota and GM ownership. Toyota will designate the JV president as the chief executive officer and chief operating officer. Toyota and GM will assign to the JV other operating officers as the JV president and JV directors may request, but the parties recognize that the question of which party shall designate the JV officers in charge of financial affairs, labor relations and certain other operations has not yet been agreed upon.

Quality Assurance

New vehicle warranty expense and administration will be the responsibility of the purchaser of the JV vehicle. The JV shall maintain product liability insurance for the benefit of the JV, the parties and other persons in such amounts as the parties may deem prudent, and the premium costs for such product liability insurance will be borne by the JV. In each product liability lawsuit involving a JV vehicle, the JV and each of the parties will communicate and cooperate with each other in all respects in investigating the facts surrounding the case and in litigating the matter. Each of the parties will refrain from taking adversarial positions against each other. To the extent possible under the JV's product liability insurance arrangements, the JV shall be the entity having the right to control such product liability lawsuits. However, the relative financial share of settlement or adverse judgment costs relating to such product liability claims or losses which are not covered by such product liability insurance shall be apportioned 60% to Toyota and 40% to GM. Matters relating to JV vehicle recall campaigns (including fines and costs of corrective actions) shall be the subject of further study and negotiation between the parties.

### Technical Assistance

Toyota will grant to the JV the license to manufacture the vehicle developed by Toyota, and in exchange for this license, the JV will pay a reasonable royalty to Toyota as may be agreed upon by the parties. Toyota and GM will license the necessary industrial property rights to the JV, and in exchange for these rights, the JV will pay reasonable license fees to Toyota and/or GM as may be agreed upon by the parties. Toyota and GM will also provide technical assistance to the JV on a cost basis plus reasonable markup.

As part of the technical assistance, GM agrees to assist Toyota and the JV in completing compliance tests for safety, emissions and other areas, as agreed upon by the parties.

### Purchase/Sale of Equity Interest

Toyota and GM (including, subject to the approval of the other party, their wholly or majority-owned subsidiaries) will each hold a 50% equity interest in the JV. Neither party may transfer its equity interest in the JV to a third party without the written consent of the other. The above notwithstanding, the JV will terminate not later than 12 years after start of production. The methodology for disposition of Toyota and GM equity interests prior to or upon JV termination

will be incorporated in the JV documentation. Any surplus or deficit of the JV as at termination of the JV will be shared equally by Toyota and GM, in line with Toyota and GM ownership. Other issues relating to JV termination will be separately discussed.

#### Financing

Both Toyota and GM will contribute cash and/or fixed assets to the JV in exchange for equity interests. The amount to be contributed as equity will depend upon the JV's total projected capital requirements. In the event that either lenders or lessors insist that payments made by the JV be subject to appropriate guarantees, Toyota and GM agree either to provide such guarantees based on their pro rata share of the JV or to temporarily advance funds to the JV on their own account (also on a pro rata basis). To the extent permitted by creditors, Toyota and GM further agree that any security interests held by the parties in the JV assets will be shared equally.

#### Future Difficulties

If it is anticipated that the establishment or continuation of the JV would become difficult or infeasible due to any legal, political or labor-related reason which may arise

in the United States, the parties will in good faith discuss the measures to be taken concerning the JV and endeavor to find appropriate solutions.

Agreements to be Concluded

Depending upon the specific organizational form, various agreements will be concluded among Toyota and GM (including subsidiaries thereof) and the JV. These will include the following: Partnership Agreement or Shareholders Agreement and Articles of Incorporation; Vehicle Supply Agreement (JV to GM); Toyota Component Supply Agreement (Toyota to JV); GM Component Supply Agreement (GM to JV); Toyota Service Parts Agreement (Toyota to JV and/or GM); Technical Assistance and License Agreement; Realty and Other Asset Sale and/or Lease Agreements; Product Responsibility Agreement; and other documents related to the foregoing.

Since it is extremely important that the JV begin production as early as possible in the 1985 Model Year, Toyota and GM commit their best efforts to completing such documentation by May 15, 1983. In any event, both parties agree to immediately begin the detailed production process planning necessary for conversion of the Fremont plant. Except as set forth in the separate provisions for JV buildings, machinery, equipment and tooling referred to in the

"Manufacturing" section above, expenses incurred by either party which directly benefit the JV will be properly recorded and, if mutually agreed, will be subsequently rebilled to the JV.

#### Transaction Review

The agreements reached between the parties relate only to the manufacturing JV described above and do not establish any special relationship between Toyota and GM who continue to be competitors in the United States and throughout the world. Toyota and GM further acknowledge that there are no implied obligations or restrictions other than those expressly set forth.

This Memorandum of Understanding is subject to review by the governments of Japan and the United States. Both parties commit to use their best efforts to obtain favorable reviews. Until execution of all formal documentation, satisfaction by the parties with the results of any government reviews which are undertaken, and satisfaction by the parties with the prospects for developing an acceptable employee relations structure, each party reserves the right to terminate

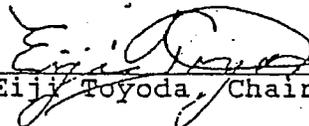
negotiations without liability to the other and the JV shall not be established. However, except as separately set forth in the "Manufacturing" section, the parties shall share equally the expenses and costs incurred by the parties which would, but for such termination, be rebilled to the JV.

Governing Language

This Memorandum of Understanding shall be executed in both an English and a Japanese version, but the parties agree that in the event of a conflict between the meaning of the English text and the Japanese text, the English text shall control.

TOYOTA MOTOR CORPORATION

By

  
Eiji Toyoda, Chairman of the Board

Dated: February 17, 1983

GENERAL MOTORS CORPORATION

By

  
Roger B. Smith, Chairman of the Board

EXHIBIT AMARKET BASKET INDEX

The ten best selling models among the sub-compacts will be the models which constitute the basket. The models shall be revised at every model year on the basis of model volume in the U.S., using the latest R. L. Polk registration data for the previous 12 months.

For reference, the ten best selling models at present are as follows:

Chevrolet Cavalier	Mercury Lynx
Chevrolet Chevette	Nissan Sentra
Ford Escort	Subaru DL
Honda Accord	Toyota Corolla
Honda Civic	Volkswagen Rabbit

The "Index" shall be the weighted average rate of wholesale price fluctuations of these models from the prior model year to the current, weighting Corolla at 30% versus 70% for all other comparable models combined without regard of model volumes in the U.S.

For this purpose, the wholesale price shall be adjusted by eliminating the value of equipment changes and product improvements in comparison with the previous year models. To this end, the JV will evaluate and determine the value of equipment changes and product improvements, taking into account the opinions of Toyota and GM.

When competitive models are replaced by new models, or additional competitive models are brought in, neither the old model nor the new or additional model will be included in the calculation of the Index for the model year when such model changes take place. It will, however, be included in the calculation of the Index for subsequent model years.

# TOYOTA

## TOYOTA MOTOR CORPORATION

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1, TOYOTA-CHO, TOYOTA  
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TELEX: 4528371 TOYOTA J  
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BUNKYO-KU, TOKYO, 112 JAPAN  
TEL: (03)817-7111  
TELEX: TOYOTA J22389,  
J24547 & J26763  
CABLE ADD: TOYOTA TOKYO

February 17, 1983

General Motors Corporation  
Detroit, Michigan 48202  
U.S.A.

Attention: Mr. J.F. Smith  
Director, World Product Planning

Gentlemen:

This is to confirm that in addition to those set forth in the Memorandum of Understanding between Toyota Motor Corporation and General Motors Corporation dated February 17, 1983 the following have been agreed between our two companies:

(1) Valuation of Existing Asset	(\$ Million)
Land	24
Building	65
Machinery & Equipment	36
<hr/>	
Total	125

(2) Stockholders' Equity Contribution	(\$ Million)
GM : Existing land and building	89
Cash	11
Toyota : Cash	100
<hr/>	
Total	200

(3) Running Royalty  
3% of Local Value Added

Will you kindly confirm the foregoing by countersigning and returning to us a duplicate copy hereof.

Very truly yours,

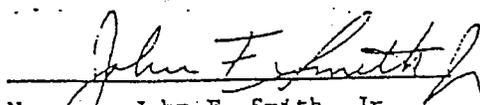
Toyota Motor Corporation



M. Inukai, Director

Confirmed by:  
General Motors Corporation

By

  
Name: John F. Smith, Jr.  
Title: Director - Worldwide Product Planning  
Date: March 4, 1983

TOYOTA MOTOR CORPORATION/  
GENERAL MOTORS CORPORATION

FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
OF  
FEBRUARY 17, 1983

This Amendment is entered into this 20th day of June, 1983 between Toyota Motor Corporation ("Toyota") and General Motors Corporation ("GM").

1. Reference is made to the Memorandum of Understanding ("Memorandum"), dated February 17, 1983, between Toyota and GM and pertaining to the establishment of a joint venture for the limited purpose of manufacturing in the United States a specific automotive vehicle and related components.

2. The Memorandum is amended in the following two respects:

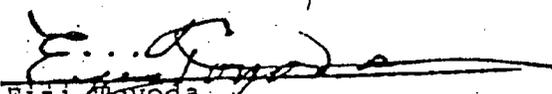
(a) Under the caption "Manufacturing", page 3, lines 5 and 6, delete the phrase "one hundred twenty (120) days following the signing of this Memorandum of Understanding by the parties" and substitute "July 31, 1983".

(b) Under the caption "Agreements to be Concluded", page 11, second paragraph, line 4, delete "May 15," and substitute "July 31,".

3. Toyota and GM confirm the Memorandum as modified by this Amendment.

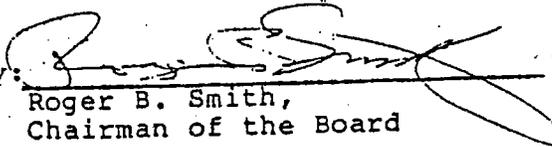
The parties have executed this Amendment on the date first above written.

TOYOTA MOTOR CORPORATION

By: 

Eiji Toyoda,  
Chairman of the Board

GENERAL MOTORS CORPORATION

By: 

Roger B. Smith,  
Chairman of the Board

**EXHIBIT B**

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**SHAREHOLDERS' AGREEMENT**

by and among

**TOYOTA MOTOR CORPORATION,**

**GENERAL MOTORS CORPORATION**

and

**NEW UNITED MOTOR MANUFACTURING, INC.**

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ANNEX A: Marshalling Area  
ANNEX B: Form of License Agreement

SHAREHOLDERS' AGREEMENT

This SHAREHOLDERS' AGREEMENT (this "Agreement") is made and entered into on and as of the 21st day of February, 1984 by and among New United Motor Manufacturing, Inc. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, General Motors Corporation ("GM"), a corporation organized and existing under the laws of the State of Delaware, and Toyota Motor Corporation ("Toyota"), a corporation organized and existing under the laws of Japan;

WITNESSETH:

WHEREAS, the JV Company was organized as a close corporation pursuant to the General Corporation Law of California (the "GCL") on December 23, 1983;

WHEREAS, the JV Company, which has a separate and distinct existence from each of its Shareholders, which are the other parties to this Agreement, was organized for the limited purpose of manufacturing in the U.S.A. a specific automotive vehicle not heretofore manufactured and certain components related thereto; and

WHEREAS, the parties hereto desire to make an agreement relating to the management and control of the JV Company

as authorized and contemplated by Sections 186 and 300(b) of the GCL and for certain other purposes;

NOW, THEREFORE, the parties hereto agree as follows:

### I. DEFINITIONS

1.1. Defined Terms: In addition to the terms defined elsewhere herein, as used herein the following terms shall have the following meanings when used herein with initial capital letters:

(a) "Articles" means the Articles of Incorporation of the JV Company, as amended from time to time.

(b) "By-Laws" means the By-Laws of the JV Company, as amended from time to time.

(c) "GM Affiliates" means any one or more of the corporations the majority of the voting shares of which are owned of record by GM.

(d) "GM Group" means collectively GM and all GM Affiliates.

(e) "GM Group Shareholder" means a Shareholder which is a member of the GM Group.

(f) "Other Agreements" means (i) the Subscription Agreement, dated the date hereof, among the JV Company, GM and Toyota (the "Subscription Agreement"), (ii) the Vehicle Supply Agreement, dated the date hereof, among the JV Company, GM and Toyota (the "Vehicle Agreement"), (iii) the Product

Responsibility Agreement, dated the date hereof, among the JV Company, GM and Toyota (the "PRA"), (iv) the Vehicle License Agreement (the "Vehicle License Agreement"), dated the date hereof, among the JV Company, GM and Toyota, (v) the Service Parts License Agreement (the "Service Parts License Agreement"), dated the date hereof, between GM and Toyota, and (vi) the Memorandum on Technical Assistance (the "Technical Assistance Memorandum"), dated the date hereof, between GM and Toyota.

(g) "Series A Directors" means members of the Board of Directors of the JV Company who are elected or designated by the holder or holders of Series A Shares pursuant to Section 3.2(c) of this Agreement.

(h) "Series A Shares" means the 10,000 shares of Common Stock, without par value, issued or to be issued by the JV Company initially to Toyota, designated Series A Shares in the Articles.

(i) "Series B Directors" means members of the Board of Directors of the JV Company who are elected or designated by the holder or holders of Series B Shares pursuant to Section 3.2(c) of this Agreement.

(j) "Series B Shares" means the 10,000 shares of Common Stock, without par value, issued or to be issued by the JV Company initially to GM, designated Series B Shares in the Articles.

(k) "Shareholders" means the shareholders of the JV Company.

(l) "Toyota Affiliates" means any one or more of the corporations the majority of the voting shares of which are owned of record by Toyota.

(m) "Toyota Group" means collectively Toyota and all Toyota Affiliates.

(n) "Toyota Group Shareholder" means a Shareholder which is a member of the Toyota Group.

(o) "Vehicles" means automotive vehicles to be manufactured for sale to GM by the JV Company under the license of Toyota.

1.2. Incorporation by Reference: Any provision of the By-Laws required by Section 300(b), or any successor provision, of the GCL to be set forth in a shareholders' agreement to be valid and enforceable is incorporated herein by this reference as if fully set forth herein.

1.3. Effect of Articles and By-Laws: Subject to Section 300(c), or any successor provision, of the GCL, if there exists any conflict between the provisions of the Articles or the By-Laws of the JV Company and the provisions of the GCL, the former shall prevail.

## II. TERM OF AGREEMENT

2.1. Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect until the earlier of the (a) expiration of the period of existence of the JV Company as set forth in Article 7 of the Articles (the "Corporate Term") and (b) dissolution of the JV Company pursuant to Section 8.1 hereof, provided, however, that subject to Article VIII hereof, notwithstanding the provisions of Article 7 of the Articles with respect to the period of existence of the JV Company, the Shareholders shall dissolve the JV Company after 12 years have elapsed from the date of the start of production (the "Production Commencement Date") of Vehicles pursuant to the Vehicle Agreement if such 12-year period shall end before December 31, 1997. The parties shall execute a certificate fixing the Production Commencement Date as soon as practicable after Vehicle production is commenced.

## III. THE JV COMPANY

3.1. Organization and Purpose: (a) The limited purpose of the JV Company shall be to manufacture in the United States a specific automotive vehicle (the "JV Vehicle"), not heretofore produced, which will be derived from Toyota's new front-wheel drive Sprinter and certain related components.

(b) It is contemplated that the JV Company will begin to manufacture Vehicles as early as possible in the 1985 model

year with nominal capacity of approximately 200,000 units per annum. GM's annual requirements are presently expected to exceed 200,000 Vehicles per annum and, accordingly, Toyota and GM shall assist the JV Company in increasing its production to the maximum extent possible within the available capacity. The requirements for capacity beyond the first module shall be the subject of a separate study by the Shareholders. The JV Company may later manufacture for Toyota a variation of the JV Vehicle which shall be sold directly to Toyota or its designated marketing unit for resale through Toyota's dealer network. GM and Toyota may also agree for GM to source the GM-specific vehicle from Toyota's assembly plants in Japan in order to free capacity at the JV Company's Fremont, California plant for full or partial manufacture of a Toyota-specific vehicle.

(c) The JV Company is hereby granted a royalty-free license under any patent held by Toyota or GM and, accordingly, no royalties will be payable by the JV Company, GM or Toyota in respect of any of their United States and foreign patents because of the manufacture, use or sale by any of them of vehicles, materials, components or parts manufactured by or supplied to the JV Company pursuant to (i) the Vehicle Agreement, (ii) any of the agreements contemplated by the letter agreement referred to in Section 6.3 hereof, or (iii) any arrangement which may be entered into under Section 3.1(b) hereof. The preceding sentence shall not apply to vehicles manufactured by GM or Toyota.

(d) Each of GM and Toyota hereby grants to the other a non-exclusive, paid-up, irrevocable license, with no right to sublicense except to their respective suppliers, under or with respect to any United States or foreign patent or pending application for patent existing on the date hereof which is owned by or has been made by or in the name of GM or Toyota, as the case may be, and which may be reasonably necessary for the manufacture or sale of service parts for use in the repair, service or equipping of the motor vehicles manufactured by the JV Company.

3.2. Directors: (a) The provisions of this Section 3.2 shall apply to the election or designation of directors of the JV Company.

(b) There shall be an equal number of Series A Directors and Series B Directors.

(c) In furtherance of the provisions of Article 5 of the Articles, the Series A Directors shall be elected or designated by the affirmative vote or written consent of the holder or holders of a majority of the Series A Shares, and the Series B Directors shall be elected or designated by the affirmative vote or written consent of the holder or holders of a majority of the Series B Shares.

(d) A director may be removed without cause by the affirmative vote or written consent of the holder or holders of a majority of the series of shares which last elected the person

being removed. The term of office of the director in question shall end at the time written evidence of such vote or consent is delivered to the JV Company.

(e) Vacancies on the Board of Directors, whether resulting from removal, resignation, death or otherwise, shall be filled by the affirmative vote or written consent of the holder or holders of a majority of the series of shares which last elected such person being replaced.

(f) An alternate director may be appointed by each member of the Board of Directors in accordance with the applicable provisions of the By-Laws.

3.3. Waiver of Provisional Director: (a) Subject to Section 300(c), or any successor provision, of the GCL, no Shareholder, director or officer of the JV Company shall bring an action for appointment of a provisional director or any other neutral manager, by whatever name called, under Section 308, or any successor provision, of the GCL or under any other applicable statute or legal doctrine.

(b) This Section constitutes an express agreement of the parties pursuant and subject to Section 300(c) of the GCL waiving all provisions of law, including but not limited to Section 308, or any successor provision, of the GCL, authorizing or permitting the appointment of a provisional director or other neutral manager in any conditions or under any circumstances whatsoever, to the end that no provisional director or other

neutral manager shall ever be appointed for the JV Company.

3.4. Certain Transactions: Notwithstanding Section 310, or any successor provision, of the GCL, any contracts or transactions between the JV Company and any member of the Toyota Group or the GM Group of which one or more of the directors or alternate directors of the JV Company are directors shall be valid even if such contracts or transactions are approved by the Board of Directors of the JV Company (a) with the common directors or alternate directors (i) being present, included for purposes of determining the presence of a quorum at the meeting, participating in the discussion of the contracts or transactions or voting thereon or (ii) participating in the written action and (b) without the disclosure to the Board of Directors of the JV Company of the fact of such common directorships.

3.5. Officers: Notwithstanding the provisions of Section 312(b), or any successor provision, of the GCL or any other provision of law or agreement of the parties, the President of the JV Company shall be elected or designated by and serve at the pleasure of a majority of the Series A Directors. All other officers shall be selected by and serve at the pleasure of the President. Toyota and GM shall each endeavor to assign to the JV Company such personnel as the President may request.

3.6. Other Limitations: (a) Except for the purposes contemplated by this Agreement in connection with the operations of the JV Company, nothing in this Agreement or in any of the

Other Agreements, any agreement contemplated by the letter agreement referred to in Section 6.3 hereof or any other agreement or instrument to which the Shareholders signatory hereto are parties shall create any cooperative or special relationship between Toyota or its Affiliates, on the one hand, and GM or its Affiliates, on the other hand, which entities presently are and will continue to be competitors.

(b) No Shareholder shall have, nor hold itself out as having, any authority or agency to act on behalf of any other Shareholders or any of its Affiliates in any capacity or in any manner except as specifically authorized in this Agreement or in any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof or any other agreement or instrument to which the Shareholders signatory hereto are parties, and no Shareholder shall become liable by reason of any representation, action or omission of any other Shareholder contrary to the provisions of this Agreement or of any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof. Without limiting the generality of the foregoing, no Shareholder shall have any liability or obligation for any liabilities or obligations of any other Shareholder or any of its Affiliates with respect to any matter outside the scope of this Agreement or of any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof.

(c) None of the Shareholders or any of its or their Affiliates will, by virtue of the execution of this Agreement or any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof, be foreclosed or limited, in any manner, from the design, manufacture, purchase, sale or other distribution of any products that it may elect to design, manufacture, sell or distribute under its own trademarks or trade names or otherwise, and each of the Shareholders and any of its or their Affiliates may design, manufacture, purchase, sell or otherwise deal in any product, whether or not competitive with Vehicles or other products manufactured by the JV Company, anywhere in the world, provided that such activities are not the proximate cause of any breach of any such entity's obligations under this Agreement or any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof.

(d) As used in this Section 3.6 and in Section 3.7 hereof, the term "Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with any other person or entity, and the term "Control" means the power, whether by stock or other ownership, contract or otherwise, to direct the business of any other person or entity.

3.7. General Statements: None of the Shareholders nor any of its Affiliates will consult any other Shareholder or any of its or their Affiliates with respect to its marketing of any

products, including without limitation any product which is the subject of any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof, except only (a) to the extent, if any, provided in any agreement as to products which are to be sold to the JV Company pursuant to the component supply agreements and to GM pursuant to the service parts supply agreements as contemplated by the letter agreement referred to in Section 6.3 hereof, (b) negotiation of any other supply agreement in which the Shareholders or any of their respective Affiliates are in the relationship of seller and buyer, and (c) as contemplated by Section 3.8 hereof or Section 4.3(e) of the Vehicle Agreement. Each Shareholder and its Affiliates shall be free to price and free to market any products which may be purchased by it or them from the JV Company without restrictions or influence from any of the other Shareholders or its or their Affiliates or from the JV Company. Nothing in this Agreement or any of the Other Agreements or any agreement contemplated by the letter agreement referred to in Section 6.3 hereof shall create any implied obligations or restrictions among the Shareholders or their respective Affiliates relating to the subject matter of this Section 3.7.

3.8. Future Difficulties: If, after the date hereof, Toyota or GM, as the case may be, in good faith shall conclude that (a) the continuation of the JV Company may be difficult or infeasible due to a deadlock in the Board of Directors of the JV

Company or any legal or political reason which may arise in the U.S.A. after the date hereof or (b) any United States or Japanese governmental action shall be taken which may have a material adverse effect upon the JV Company, or upon GM or Toyota in connection with their dealings with the JV Company, then GM and Toyota shall in good faith discuss the measures to be taken concerning the JV Company and endeavor to find appropriate solutions.

IV. RESTRICTIONS ON SHARE TRANSFERS,  
EXPENSES, DEBT POLICY, ETC.

4.1. Qualified Shareholders; Permitted Transfers:

(a) Neither the holder or holders of Series A Shares nor the holder or holders of Series B Shares may transfer or sell any shares except as provided in Article 6 of the Articles, and then only if the proposed transferee shall duly execute and deliver an instrument in form reasonably satisfactory to the other Shareholders, which instrument when so executed shall constitute an amendment to this Agreement pursuant to which such transferee shall be deemed to have become a party to and entered into this Agreement. No Shareholder shall encumber any of its shares of the JV Company by any means whatsoever without the prior written consent of all of the other Shareholders.

(b) Before a Toyota Group Shareholder loses its status as a Toyota Affiliate, Toyota shall acquire or, with the prior

written consent of GM, cause another Toyota Affiliate to acquire all shares of the JV Company owned by such Toyota Group Shareholder. Before a GM Group Shareholder loses its status as a GM Affiliate, GM shall acquire or, with the prior written consent of Toyota, cause another GM Affiliate to acquire all shares of the JV Company owned by such GM Group Shareholder.

(c) In furtherance of Article 6(c) of the Articles, if, at any time, a Shareholder ceases to be qualified as such pursuant to this Section 4.1 or pursuant to the Articles, it shall cease to be a Shareholder without further action for any purpose except to transfer its shares to a corporation that is so qualified.

4.2. JV Company Debt Policy: It is the intention of the Shareholders that the JV Company will fund that portion of its cash and working capital requirements not funded by capital contributions of the Shareholders pursuant to the Subscription Agreement through borrowings or other financing mechanisms on the basis of the JV Company's own credit in a normal and prudent manner without requiring guarantees by the Shareholders. In the event that either lenders or lessors insist that payments to be made or obligations to be performed by the JV Company be subject to appropriate guarantees, Toyota and GM agree either to provide such guarantees or temporarily to advance funds to the JV Company on their own account, in each case in proportion to the respective holdings of shares of capital stock of the JV Company

of the Toyota Group and the GM Group, respectively. To the extent permitted by creditors, any security interests held by GM and Toyota in the assets of the JV Company shall be shared by GM and Toyota in proportion to the respective holdings of shares of capital stock of the JV Company of the Toyota Group and the GM Group, respectively.

4.3. JV Company Expenses: Except as otherwise provided in any agreement or instrument to which the parties signatory hereto are parties, the JV Company shall be responsible for the payment of all of its own expenses.

4.4. Corporate Average Fuel Economy: (a) For purposes of this Section 4.4, "Federal Fuel Economy Laws and Regulations" means the following laws and regulations of the United States of America: (i) Title V of the Motor Vehicle Information and Cost Savings Act, entitled "Improving Automotive Efficiency", (ii) Part I of the Energy Tax Act of 1978, entitled "Gas Guzzler Tax", (iii) all motor vehicle fuel economy regulations and procedures promulgated by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, (iv) all motor vehicle fuel economy regulations promulgated by the Environmental Protection Agency in Title 40 of the Code of Federal Regulations, (v) all motor vehicle fuel

economy regulations promulgated by the Internal Revenue Service in Title 26 of the Code of Federal Regulations, and (vi) all amendments to any of the foregoing and any new legislation, regulations or governmental procedures for similar purposes.

(b) Subject to any mandatory requirements of applicable law to the contrary, in the event that GM (or its designated marketing units) or Toyota (or its designated marketing units) as a purchaser of automotive vehicles from the JV Company, shall be entitled to or have any rights and responsibilities under Federal Fuel Economy Laws and Regulations, such rights and responsibilities shall be proportionately allocated between them based upon the number of automotive vehicles purchased from the JV Company in each calendar year by, respectively, GM (and its designated marketing units) and Toyota (and its designated marketing units). If so requested in writing by any such purchaser, Toyota shall provide such purchaser fuel consumption data relating to such vehicles and the JV Company shall provide such purchaser with a copy of documents in its possession, if any, which are required by Federal Fuel Economy Laws and Regulations. If any other document or information is requested, Toyota, GM and the JV Company shall discuss whether such request can be met and, if so, the relevant terms and conditions thereof, with the understanding that the JV Company, GM and Toyota shall cooperate with such purchaser to the extent reasonably practicable without unreasonable burden. Without limiting the generality of the foregoing,

the JV Company shall permit Toyota or GM to file on its behalf all reports, petitions and applications required or permitted by Federal Fuel Economy Laws and Regulations and prepared in good faith by Toyota or GM, as the case may be.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the JV Company or Toyota shall not be required for any purpose (i) to alter or not to alter the designs, specifications or other related matters for automotive vehicles, (ii) to deviate from the sourcing policies set forth in Section 6.1 hereof, (iii) except as provided in Section 4.4(b) hereof, to do anything whatsoever to enable any purchaser to have any particular rights and responsibilities under Federal Fuel Economy Laws and Regulations, or (iv) to refrain from doing anything detrimental to any particular purchaser's rights and responsibilities under Federal Fuel Economy Laws and Regulations, provided, however, that nothing herein contained shall be construed to authorize the JV Company or Toyota to do anything specifically designed to harm any business interest of any purchaser hereunder.

4.5. GM's Technical Assistance: To the extent that GM and the JV Company may mutually agree therefor, GM shall provide technical assistance to the JV Company on a cost basis. As part of such technical assistance, GM shall upon request assist Toyota and the JV Company in completing compliance tests for safety, emissions and other areas as agreed upon by the parties.

V. CERTAIN REAL ESTATE MATTERS

5.1. Marshalling Area: (a) GM hereby grants to members of the Toyota Group, independent distributors of Toyota automotive vehicles and, subject to the prior written approval of GM, any designee of Toyota (collectively, "Permitted Designees") a nonexclusive license to use the parcel of land outlined in red on the map attached hereto as Annex A, together with the buildings and improvements thereon, owned by GM (the "Marshalling Area"), for the purpose of receiving, inspecting and processing Toyota-specific automotive vehicles, optional equipment and parts supplied by the JV Company to Toyota or its Permitted Designee, if any. GM shall not grant any other license to use the Marshalling Area during the term of the license as provided in Section 5.1(b) hereof to any person or entity other than persons or entities selected by GM for any purpose deemed by GM in its sole discretion to be related to GM's use of the Marshalling Area in a fashion reasonably consistent with the license granted pursuant to the immediately preceding sentence. For such period as Toyota or its Permitted Designees are using the Marshalling Area, Toyota will, together with GM (if the Marshalling Area is also being used by GM or a permitted licensee of GM other than Toyota or its Permitted Designees), cause the Marshalling Area to be kept in an orderly condition, and will provide adequate security therefor. Further, during such period, (i) each of GM and Toyota shall bear its fair share of expenses, including

without limitation all maintenance, repair, insurance, taxes, assessments and operating and similar expenses, relating to the use, operation and maintenance of the Marshalling Area, (ii) if GM in its capacity of owner of the Marshalling Area suffers any liability, loss or damage resulting from death or injury to persons or property which results from the use of the Marshalling Area by Toyota or any of its Permitted Designees or any of its or their agents, employes or invitees pursuant to the license granted in this Section 5.1(a), Toyota shall indemnify and hold harmless GM from such liability, loss or damage, and (iii) each of Toyota (and its Permitted Designees) and GM (and its permitted licensees) shall use the Marshalling Area in a manner which will not unreasonably interfere with the other's use thereof. Upon expiration of the license referred to above, Toyota shall remove, or negotiate a transfer to GM of, any improvements to, or machinery and equipment installed by Toyota or Permitted Designees of Toyota under this Section 5.1(a) upon, the Marshalling Area, and leave the same in an orderly condition. Toyota and its Permitted Designees shall have the right to permit the license granted hereunder, or any part thereof, to be used by an automobile carrier performing contract services for Toyota or Permitted Designees of Toyota, or any other person or entity which in the reasonable opinion of Toyota or Permitted Designees

of Toyota is necessary in order to enable Toyota or such Permitted Designees to carry out the operations contemplated by it or them hereunder.

(b) The license granted pursuant to Section 5.1(a) hereof shall commence and become effective if and at such time as the production of Toyota-specific automotive vehicles pursuant to Section 3.1(b) hereof commences and shall remain in full force and effect for so long as Toyota deems it necessary to use the Marshalling Area, provided that such license shall in any event expire upon the dissolution of the JV Company.

(c) In connection with the delivery of the Deed as provided in Section 1.2(b) of the Subscription Agreement, GM, Toyota and the JV Company shall duly execute and deliver the License Agreement in the form of Annex B hereto.

5.2. Adjacent Area: GM shall not dispose of any real property owned by it and located adjacent to the property of the JV Company in Fremont, California granted or to be granted to the JV Company pursuant to the Subscription Agreement until three years have elapsed after the Production Commencement Date. Thereafter, if GM wishes to dispose of any part or all of such real property, GM shall first notify the JV Company and shall, at the request of the JV Company, discuss with the JV Company the terms of disposition.

VI. PURCHASE AND SUPPLY ARRANGEMENTS

6.1. Sourcing: Subject to the provisions of any agreement contemplated by the letter agreement referred to in Section 6.3 hereof, the JV Company shall purchase its components, parts, production materials, supplies and services from those suppliers providing the lowest possible cost consistent with the JV Company's standards for quality and reliability of supply.

6.2. Sales: As a general proposition, automotive vehicles sold by the JV Company should be priced by the JV Company to provide a reasonable profit for the JV Company, Toyota and GM. Sales of Vehicles and optional equipment therefor to GM shall be governed by the provisions of the Vehicle Agreement.

6.3. Certain Additional Agreements: The JV Company, GM and Toyota shall negotiate and enter into various agreements relating to, among other things, the purchase and sale of certain components and certain service parts for Vehicles and the sale or lease of certain machinery and equipment in accordance with a separate letter agreement, dated the date hereof, among the JV Company, GM and Toyota, provided, however, that the failure to enter into any such agreement by any particular date shall not affect the obligations of any Shareholder to make any capital contribution or payment for shares subscribed for pursuant to the Subscription Agreement.

## VII. DEFAULT

7.1. Default: A Shareholder which has failed, refused or neglected to perform any one or more of its obligations hereunder shall be deemed to be in default under this Agreement.

7.2. Default Upon Subscription Payments and Interest Thereon: Each cash contribution provided for in the Subscription Agreement which is not made when due shall constitute a debt due and payable to the JV Company by the Shareholder obligated to make or pay the same and shall be enforceable by the JV Company and any non-defaulting Shareholder on behalf of, and in the name of, the JV Company. A defaulting Shareholder shall pay interest to the JV Company on each such cash contribution at a rate equal to (a) the greater of (i) 10% per annum and (ii) the rate which is five percentage points in excess of the discount rate, including any surcharge thereon, on 90-day commercial paper in effect at the United States Federal Reserve Bank in San Francisco, California, or, if lesser than the amount so computed, (b) the maximum rate permitted by law, in either case from the date upon which payment of such cash contribution was due to the date of actual payment thereof. If GM or Toyota fails to provide any guarantee or temporary advance required by Section 4.2 hereof, such party shall promptly reimburse the JV Company for all excess borrowing and other costs incurred by it by reason of such failure.

VIII. DISSOLUTION AND LIQUIDATION

8.1. Events of Dissolution: (a) Notwithstanding the provisions of Section 2.1 hereof, the JV Company shall be dissolved:

(i) if and when Toyota and GM agree in writing to dissolve the JV Company;

(ii) on or after the day on which 90 calendar days shall have elapsed from the day on which Toyota or GM, as the case may be, becomes entitled to elect to dissolve the JV Company by reason of the occurrence of one of the following events and has given to the other a written notice of its election so to dissolve the JV Company:

(A) when either Toyota or GM fails to fulfill its obligation to make a capital contribution pursuant to the Subscription Agreement or to provide a guarantee for or a temporary advance of funds to the JV Company pursuant to Section 4.2 hereof, the non-defaulting party may elect to dissolve the JV Company;

(B) when either a Toyota Group Shareholder or a GM Group Shareholder attempts to transfer or encumber any share of the JV Company in violation of the provisions of Article 6 of the Articles or Section 4.1 hereof, GM, if the attempted transfer or encumbrance is by a Toyota Group Shareholder, or Toyota, if the attempted transfer or encumbrance is by a GM Group Shareholder, may elect to dissolve the JV Company; or

(C) when, without the other party's prior written consent, any of the following events occurs with respect to either Toyota or GM, GM, if such event occurs with respect to Toyota, or Toyota, if such event occurs with respect to GM, may elect to dissolve the JV Company:

(1) institution of proceedings for relief as a debtor under laws for the relief of debtors or filing of a petition in bankruptcy or insolvency;

(2) entering into any arrangement, assignment, reorganization or composition with creditors or for the benefit of creditors;

(3) a general suspension of payments;

(4) filing of a petition for appointment of a receiver, liquidator or trustee for its business or properties;

(5) filing of a petition or other documents for winding up or dissolution; or

(6) any completed merger, consolidation, reorganization, tender offer or similar business combination transaction in which GM or Toyota, as the case may be, is not the acquiring, surviving or resulting corporation.

(b) GM acknowledges that pursuant to the By-Laws of the JV Company the President of the JV Company has the sole authority with respect to the execution and alteration of

collective bargaining agreements and working and employment conditions. Notwithstanding any contrary provisions of the By-Laws, this Agreement or any other agreement or instrument, but in all events subject to Section 300(c), or any successor provision, of the GCL, if and when, in the exclusive judgment of the President of the JV Company, there shall exist an unsatisfactory relationship between the JV Company and the representatives of any of its employes, the President of the JV Company may decide the actions to be taken by the JV Company. Such actions may include, without limitation, suspending the business and operations of the JV Company; provided, however, that any approvals, elections or other actions referred to in or contemplated by Sections 1900 or 1901, or any successor provisions, of the GCL may be given, made or taken only with the prior written approval of GM and Toyota.

(c) In the event that any of the events enumerated in Section 8.1(a)(ii) hereof occurs, the defaulting or violating party may cure the default or violation within the 90-day notice period set forth in Section 8.1(a)(ii) hereof. Upon the cure of such default or violation within said period, the notice of election to dissolve the JV Company shall be deemed withdrawn by the non-defaulting or non-violating party and neither party may dissolve the JV Company on the basis of such default or violation.

(d) Before either Toyota or GM gives a written notice of its election to dissolve under Section 8.1(a)(ii) hereof, it shall first attempt to discuss with the other the possibility of

the purchase by a member or members of the GM Group or the Toyota Group of the JV Company shares owned by all Shareholders that are not members of the GM Group or the Toyota Group, as the case may be, having the right to elect to dissolve the JV Company.

(e) Nothing in this Section 8.1 shall limit any party's rights to enforce any provision of this Agreement by an action at law or in equity, nor shall any election to dissolve the JV Company pursuant to this Section 8.1 relieve any party of any liability for any prior or subsequent breach of this Agreement.

8.2. Liquidation and Distribution Following

Dissolution: In case of dissolution of the JV Company, whether under Sections 2.1 or 8.1 hereof, the assets of the JV Company shall, subject to any mandatory and non-waivable laws governing priorities in liquidation, be distributed first to the payment to the Shareholder or Shareholders which fulfilled its or their obligation to make a capital contribution pursuant to the Subscription Agreement or to provide a guarantee for or a temporary advance of funds to the JV Company pursuant to Section 4.2 hereof of such amount as will equalize such Shareholder or Shareholders with the other Shareholder or Shareholders in terms of financial contributions to the JV Company, and the JV Company shall be wound up and liquidated in accordance with applicable mandatory law.

8.3. One Liquidator: If the JV Company is dissolved by reason of the occurrence of an event described in Subparagraphs (A), (B) and (C) of Section 8.1(a)(ii) hereof, the Shareholder or Shareholders that were not in default, were not the subject of the event or did not commit the act described therein shall have the sole authority to wind up the JV Company's affairs and supervise its liquidation.

IX. REPRESENTATIONS AND WARRANTIES, ETC.

9.1. By Toyota: Toyota represents and warrants to GM that each of this Agreement and the Other Agreements to which it is a party is a valid and binding obligation of Toyota and that it knows of no impediment which is likely to impair the full and punctual performance of each of its obligations hereunder, thereunder or under any of the agreements contemplated by the letter agreement referred to in Section 6.3 hereof.

9.2. By GM: GM represents and warrants to Toyota that each of this Agreement and the Other Agreements to which it is a party is a valid and binding obligation of GM and that it knows of no impediment which is likely to impair the full and punctual performance of each of its obligations hereunder, thereunder or under any of the agreements contemplated by the letter agreement referred to in Section 6.3 hereof.

9.3. Survival: All representations, warranties and guarantees, indemnities and liabilities made or furnished

herein or arising hereunder shall survive any termination of this Agreement or dissolution of the JV Company.

X. GENERAL PROVISIONS

10.1. Assignability: Except to the extent resulting from a permitted transfer of shares pursuant to this Agreement and the Articles, neither this Agreement nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

10.2. Persons Authorized to Act for the Parties: Except as contemplated by Section 4.1 hereof, each change, variation or modification of this Agreement shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

10.3. Notices: In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this Section) such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or other communication shall be immediately confirmed by a telex marked "Important"), or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation  
1, Toyota-Cho, Toyota  
Aichi 471 Japan  
Telex/Answerback: 4528371/TOYOTA J  
Facsimile Model: UF 520 III  
Facsimile Call No.: 565-80-1116  
Attention: President

If to GM, to:

General Motors Corporation  
3044 West Grand Boulevard  
Detroit, Michigan 48202 U.S.A.  
Telex/Answerback: 425543/GM COMM DET  
Facsimile Model: RAPICOM 1500  
Facsimile Call No.: 313-556-6188  
Attention: Chairman of the Board

If to the JV Company, to:

New United Motor Manufacturing, Inc.  
45500 Fremont Boulevard  
Fremont, California 94537 U.S.A.  
Telex/Answerback: (To be supplied)  
Facsimile Model: (To be supplied)  
Facsimile Call No.: (To be supplied)  
Attention: President

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the tenth business day following posting if by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

10.4. Third Persons: Except as contemplated in this Agreement as to the parties hereto and GM Affiliates and Toyota Affiliates and except as contemplated in Sections 4.4 and 5.1 hereof, nothing in this Agreement is intended or shall be con-

strued to confer upon or to give any person or entity any legal or equitable rights or remedies under or by reason of this Agreement.

10.5. Governing Language: This Agreement and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

10.6. Choice of Law: This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, U.S.A., without giving effect to the principles of conflict of laws thereof.

10.7. Entire Agreement, Etc.: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Agreement, this Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of Understanding (the "Memorandum"), dated February 17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

10.8. Enforcement of this Agreement: Each party to this Agreement, solely in connection with any action or proceeding brought by any other party to this Agreement (on its own behalf or on behalf of the JV Company) arising out of or related to this Agreement, hereby (i) agrees that any such action or proceeding shall be brought only in a federal or state court of competent subject matter jurisdiction in the State of California (and no such action or proceeding shall be brought in any other state or country) and (ii) consents to personal jurisdiction in any such court provided that service of process shall be duly made. Each party hereby agrees that in any such action or proceeding process may be served upon it by any means authorized by applicable statutes, rules, treaties and/or conventions. In this regard, if such service of process shall be duly made by any means as aforesaid, no party shall contest the same or the personal jurisdiction of any such California court in any court. The parties' obligations under this Section 10.8 shall survive the expiration or termination of this Agreement or the dissolution of the JV Company. Nothing herein shall be construed to mean that any party to this Agreement has hereby submitted to the personal jurisdiction of any such court in connection with any other action or proceeding whatsoever.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

NEW UNITED MOTOR MANUFACTURING,  
INC.

BY *Takuro Toyoda*  
President

TOYOTA MOTOR CORPORATION

BY *Eiji Toyoda*  
Chairman of the Board

GENERAL MOTORS CORPORATION

BY *R.S. ...*  
Chairman of the Board

AMENDMENT TO SHAREHOLDERS' AGREEMENT

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, and NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, hereby agree to amend the Shareholders' Agreement, dated February 21, 1984, (the "Agreement") as follows:

1. The following sentence is hereby added to the end of Paragraph 3.1 (a) of the Agreement:

"The JV Company may also establish additional capacity to assemble annually up to 100,000 light duty pick-up trucks derived from Toyota's current Hilux model or a successor model of comparable specifications."

2. The second sentence of Paragraph 4.2 of the Agreement is hereby amended by adding at the beginning of that sentence the following phrase: "Except as otherwise provided in the Letter of Understanding dated April 24, 1989, among Toyota, the JV Company and GM...."

3. The first sentence of Paragraph 4.4 (b) of the Agreement is hereby deleted and substituted with the following two sentences:

"Subject to contrary requirements of applicable law, the party purchasing motor vehicles from the JV Company (GM, Toyota or their respective marketing units) shall enjoy any rights and bear any responsibilities under Federal Fuel Economy Laws and Regulations with respect to all such motor vehicles purchased from the JV Company by such party. The JV Company shall maintain accurate records indicating the country of origin of all components and materials included in such motor vehicles, shall provide such records to the purchaser of such motor vehicles, and shall retain such records for such time as may be required by Federal Fuel Economy Laws and Regulations."

4. Paragraph 6.1 of the Agreement is hereby amended by adding after the phrase "Section 6.3 hereof" the following phrase:

"and the Letter of Understanding dated April 24, 1989, among Toyota, the JV Company and GM . . . ."

5. This Amendment shall be effective as of April 24, 1989.

IN WITNESS WHEREOF, the parties have caused three copies of this Amendment to be signed by their duly authorized representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By: *[Signature]*

By: *[Signature]*

Title: Director

Title: Assistant Treasurer

NEW UNITED MOTOR MANUFACTURING, INC.

By: *[Signature]*

Title: President

SECOND AMENDMENT TO SHAREHOLDERS' AGREEMENT

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, and NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, hereby agree to amend the Shareholders' Agreement, dated February 21, 1984, as amended on April 24, 1989, (the "Agreement"), as follows:

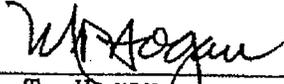
1. The last sentence of Paragraph 3.3(a) of the Agreement is hereby deleted.
2. The following sentence is hereby added to the end of Paragraph 3.1(a) of the Agreement:  
  
"The JV Company may also maintain a capacity to assemble annually 150,000 light duty pick-up trucks derived from Toyota's current Hilux model or a successor model of comparable specifications."
3. This Second Amendment shall be effective as of August 26, 1992.

IN WITNESS WHEREOF, the parties have caused three copies of this Second Amendment to be signed by their duly authorized representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By:   
K. Kato  
Managing Director

By:   
M. T. Hogan  
Executive Director of  
Planning, North American  
Operations

NEW UNITED MOTOR MANUFACTURING, INC.

By:   
O. Kimura  
President

THIRD AMENDMENT TO  
SHAREHOLDERS' AGREEMENT

TOYOTA MOTOR CORPORATION, a corporation organized and existing under the laws of Japan ("Toyota"), GENERAL MOTORS CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("GM"), and NEW UNITED MOTOR MANUFACTURING, INC., a corporation organized and existing under the laws of the State of California ("JV Company") hereby agree to amend the SHAREHOLDERS' AGREEMENT dated February 21, 1984, as amended on April 24, 1989 and August 26, 1992 ("Agreement"), as follows:

1. Section 1.1(f) of the Agreement, entitled "Other Agreements," is hereby amended by adding the following at the end thereof:

", as the same may be amended from time to time."

2. Section 1.1 of the Agreement, entitled "Defined Terms," is hereby amended to delete and replace subparagraph (o) with the following subparagraphs:

"(o) "Vehicles" means automotive vehicles manufactured by the JV Company under the license of Toyota for GM or Toyota or their respective designated marketing units."

3. Section 2.1 of the Agreement, entitled "Term," is hereby deleted and replaced by the following Section:

"2.1. Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect until the dissolution of the JV Company pursuant to Section 8.1. hereof or until the parties agree to terminate this Agreement, whichever is earlier."

4. Sections 3.1(a) and (b) of the Agreement, entitled "Organization and Purpose," are hereby deleted and replaced with the following Section 3.1(a), and Section 3.1(c) is renumbered as 3.1(b):

"3.1. Organization and Purpose:

(a) The limited purpose of the JV Company shall be to manufacture in the United States those specific Vehicles agreed upon in writing by GM and Toyota and related automotive parts and components."

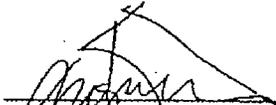
7. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in triplicate by their duly authorized representatives.

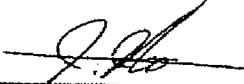
TOYOTA MOTOR CORPORATION

NEW UNITED MOTOR  
MANUFACTURING, INC.

By:

  
Korchiro Noguchi  
Director

By:

  
Iwao Itoh  
President

GENERAL MOTORS CORPORATION

By:

\_\_\_\_\_  
Paul W. Schmidt  
Executive in Charge  
NAO Finance

FOURTH AMENDMENT TO SHAREHOLDERS' AGREEMENT

TOYOTA MOTOR CORPORATION, a corporation organized and existing under the laws of Japan ("Toyota"), MOTORS LIQUIDATION COMPANY, a corporation organized and existing under the laws of the State of Delaware and formerly known as GENERAL MOTORS CORPORATION ("MLC"), and NEW UNITED MOTOR MANUFACTURING, INC., a corporation organized and existing under the laws of the State of California ("JV Company") hereby agree to amend the SHAREHOLDERS' AGREEMENT dated February 21, 1984, as amended on April 24, 1989, August 26, 1992 and February 1, 1997 (the "Agreement"), as follows:

1. Section 3.2 of the Agreement, is hereby amended by adding the following subparagraph (g) at the end of such Section:

"(g) Notwithstanding anything to the contrary in this Section 3.2, the Bylaws may provide for an odd number of directors, with one director not designated as either a Series A Director or a Series B Director; any such director shall be elected and hold office as provided in the Bylaws. During any period in which there are no Series A Directors or no Series B Directors in office, the provisions of Article III, Section 8 of the By-Laws shall control."

2. The undersigned shareholders of the JV Company hereby authorize the execution of this Amendment by the JV Company

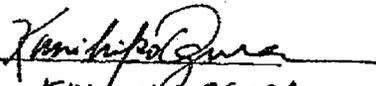
3. This Amendment shall be effective as of August 26, 2009.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in triplicate by their duly authorized representatives.

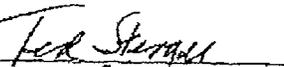
TOYOTA MOTOR CORPORATION

NEW UNITED MOTOR  
MANUFACTURING, INC.

By:   
Name:  
Title:

By:   
Name: KUNHIKO OGURA  
Title: PRESIDENT & CEO

MOTORS LIQUIDATION COMPANY

By:   
Name: Ted Stenker  
Title: EVP

**EXHIBIT C**

COMPILED VERSION

*Does not include Amend #4*

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VEHICLE LICENSE AGREEMENT

by and among

TOYOTA MOTOR CORPORATION,

---

NEW UNITED MOTOR MANUFACTURING, INC.

and

GENERAL MOTORS CORPORATION

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ANNEX A: CATEGORIES OF TECHNICAL INFORMATION UNDER SECTION 2.1.

VEHICLE LICENSE AGREEMENT

This VEHICLE LICENSE AGREEMENT ("Agreement") is made and entered into on and as of the \_\_\_ day of \_\_\_\_\_, 1984, by and among Toyota Motor Corporation, a corporation organized and existing under the laws of Japan ("Toyota"); New United Motor Manufacturing, Inc., a close corporation organized and existing under the laws of the State of California (the "JV Company"), and General Motors Corporation, a corporation organized and existing under the laws of the State of Delaware ("GM");

WITNESSETH:

WHEREAS, the JV Company, which is under the joint control of but is separate and distinct from GM and Toyota, was formed for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore manufactured and certain components related thereto:

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

1.1. Defined Terms: In addition to the terms which have been previously, or are hereafter, defined herein, terms used herein which are defined in Section 1.1 of the Shareholders' Agreement ("Shareholders Agreement"), dated the date hereof, among the JV Company, GM and Toyota are used herein as so defined when used herein with initial capital letters unless otherwise defined in this Agreement. In addition, the following terms shall have the following meanings when used herein with initial capital letters:

- (a) "Agreement Term" means the term of this Agreement as defined in Section 4.3 hereof.

(b) *'Licensed Vehicles'* means the motor vehicles, including subsequent model changes, which shall be developed by Toyota for the JV Company for manufacture and sale by the JV Company. This definition also includes optional equipment for such vehicles.<sup>1</sup>

(c) "Non-Toyota Parts" means the parts, components and materials which may be manufactured or purchased by the JV Company from any person or entity other than Toyota (any such person or entity being referred to herein as a "Non-Toyota supplier") for use in manufacturing the Licensed Vehicles.

(d) *"GM-Specific Vehicles"* means automotive vehicles manufactured by the JV Company for GM or its designated marketing unit under the license of Toyota.

(e) *"Toyota-Specific Vehicles"* means automotive vehicles manufactured by the JV Company for Toyota or its designated marketing unit under the license of Toyota.<sup>2</sup>

(f) *'PRA'* as used in this Agreement refers both to the Product Responsibility Agreement, dated February 21, 1984, among Toyota, GM and the JV Company and to the Product Responsibility Agreement for Toyota-Specific Vehicles, dated March 31, 1986, among Toyota, GM, the JV Company and Toyota Motor Sales, U.S.A., Inc., as amended dated April 24, 1989.<sup>3</sup>

## II. TECHNICAL INFORMATION, LICENSE, ETC.

2.1. Technical Information: During the Agreement Term Toyota shall, to the extent reasonably necessary for the manufacture of the Licensed Vehicles and/or the manufacture or purchase of the Non-Toyota Parts by the JV Company, furnish the JV Company such technical information, data and other like information which Toyota possesses at the time of this Agreement or may hereafter develop or acquire and which are within the categories identified in Annex A

<sup>1</sup> Revised by First Amendment.

<sup>2</sup> Revised by Third Amendment.

<sup>3</sup> Added by First Amendment.

attached hereto ("Technical Information"). The JV Company acknowledges that all Technical Information is Toyota's trade secret and agrees that it shall observe the nondisclosure covenants applicable to it contained in Section 4.1 hereof with respect thereto.

2.2. Grant of License: (a) Toyota hereby grants to the JV Company an irrevocable and nonexclusive license ("License") to use Technical Information for the purposes specified in Section 2.1 hereof during the Agreement Term.

(b) The License shall be nondivisible, nontransferable, nonassignable and shall not include a right or privilege to a sublicense. Nothing in this Section 2.2(b) shall affect Company 5 rights under Section 2.3 hereof.

(c) Except as mentioned in Section 4.1(b) hereof, nothing herein shall be construed to grant the JV Company any license to use Technical Information to manufacture any service parts for the Licensed Vehicles or otherwise.

2.3. Purchases from Third Parties: (a) The JV Company may, to the extent reasonably necessary, furnish Non-Toyota Suppliers Technical Information to purchase from them Non-Toyota Parts, provided that the JV Company observes the covenants applicable to it in Section 4.1 hereof.

(b) Nothing in this Agreement shall be deemed or construed to create any relationship, contractual or otherwise, between Toyota and Non-Toyota suppliers. Except as otherwise provided in Section 4.2(b) hereof or in the PRA, the JV Company shall fully indemnify and hold Toyota harmless from and against all losses, damages, claims, costs and expenses, including attorneys' fees, which may be sought by Non-Toyota Suppliers or may arise from any act or omission to act by the JV Company or Non-Toyota Suppliers.

2.4. Royalty: (a) In consideration of the License, the JV Company shall pay Toyota royalties, the amount of which shall be calculated in accordance with the provisions of Section 2.5 hereof and shall be paid as provided in Section 2.6 hereof.

(b) The JV Company may withhold from the royalty payments hereunder any present or future withholding taxes which the JV Company is required to withhold and pay over

to taxing authorities in the United States for the account of Toyota, provided that the JV Company, on behalf of and in the name of Toyota, shall pay such taxes and arrange to furnish Toyota with proper certificates for such payments from such authorities to enable Toyota to obtain tax credit therefor against its Japanese taxes.

(c) Any handling fees or other similar expenses incurred in remitting royalties shall not be deducted by the JV Company in remitting royalties to be paid under this Agreement.

2.5. Calculation of Royalty: (a) The JV Company shall pay Toyota royalties equal to 3% of the aggregate amount of "U.S. Vehicle Content". For purposes of this Agreement, "U.S. Vehicle Content" means the excess of (i) the JV Company's aggregate gross sales proceeds from the sale of the Licensed Vehicles accruing in any calendar quarter during the Agreement Term over (ii) the sum of (A) the aggregate of the amounts accruing as the purchase prices of all components and materials for the Licensed Vehicles purchased by the JV Company from Toyota in such calendar quarter and (B) all costs and expenses of delivery of such components and materials to the JV Company's designated port of entry in the United States, including without limitation all such costs and expenses of or relating to freight, insurance, customs, customs handling and brokerage, and terminal and wharfage charges, provided that in the event that the aggregate amount referred to in clause (ii) hereof exceeds the amount referred to in clause (i) hereof in any such calendar quarter, such excess amount shall be carried over to any subsequent calendar quarter for the calculation of the royalty hereunder.

(b) If any amount referred to in Section 2.5(a) (ii) hereof is in any currency other than U.S. Dollars, such amount shall be converted into U.S. Dollars using the last quoted purchase exchange rate at the Bank of Tokyo in Tokyo, Japan on the date of shipment of the components and materials concerned.

(c) The JV Company shall keep records and supporting documentation necessary to verify the calculation of the royalty hereunder and Toyota may at any time during normal business hours inspect such records and documentation for the purpose of verifying the calculation of royalty payments hereunder, provided, however, that no such inspection right shall

exist with respect to royalty payments certified pursuant to Section 2.6 hereof more than three years prior to the date of any request to inspect such records and documentation.

(d) Notwithstanding any other provision of this Agreement, any computation of royalty payments hereunder shall be conclusive and binding upon the parties hereto and not be subject to challenge hereunder or otherwise unless such computation shall be so challenged within three years from the date of the certified statement prepared by the JV Company pursuant to Section 2.6 hereof.

2.6. Payment of Royalty: The JV Company shall, within 30 calendar days after the end of each calendar quarter, furnish to Toyota at an address to be designated by Toyota as provided herein the JV Company's certified statement showing the calculation of the amount of royalties accruing hereunder during such calendar quarter, and the JV Company shall remit the accrued royalties hereunder in U.S. Dollars within 60 calendar days of the end of each calendar quarter during the Agreement Term by bank wire transfer to a bank account to be designated by Toyota for such purpose.

### III. TECHNICAL ASSISTANCE

3.1. Furnishing of Technical Assistance: To the extent reasonably necessary to enable the JV Company to manufacture the Licensed Vehicles, Toyota shall use its best efforts to render to the JV Company technical assistance. The following is a nonexclusive list of examples of the types of such technical assistance to be rendered by Toyota to the JV Company hereunder:

- (a) Prototype vehicles;
- (b) Know-how and services concerning plant design (process planning, building design, layout, equipment planning and similar matters);
- (c) Services concerning equipment procurement and installation;
- (d) Process samples and white body;
- (e) Dispatch of instructors; and

(f) Training of the personnel of the JV Company in Japan.

3.2. Actual Implementation of Technical Assistance: Any technical assistance under Section 3.1 hereof shall be actually implemented after the parties agree on the nature such technical assistance and terms and conditions relating rendering of such technical assistance, provided that the amount to be paid therefor shall be determined on a cost basis.

3.3. payment for Technical Assistance: Payments for technical assistance under Article III hereof shall be made as follows:

(a) The JV Company shall remit the amount payable under Article III hereof to Toyota by bank wire transfer within seven days after actual receipt by the JV Company of Toyota's invoice (including that sent by telex or facsimile) therefor.

(b) The JV Company may withhold from the amount payable to Toyota for technical assistance hereunder any present or future withholding taxes (if any) which the JV Company is required to withhold and pay over to taxing authorities in the United States for the account of Toyota, provided that the JV Company, on behalf of and in the name of Toyota shall pay such taxes and arrange to furnish Toyota with proper certificates for such payments from such authorities to enable Toyota to obtain tax credit therefor against its Japanese taxes.

(c) Any handling fees or other similar expenses incurred in remitting payments for technical assistance shall not be deducted by the JV Company in remitting such payments.

(d) All payments under Article III hereof shall be made in Japanese Yen, unless Toyota shall instruct that such payments be made in U.S. Dollars.

#### IV. GENERAL PROVISIONS

4.1. Nondisclosure of Information: (a) Any Technical Information furnished by Toyota hereunder, whether in writing, verbally or in any other form, is Toyota's trade secret and,

except as contemplated in Sections 2.3 and 4.1(d) hereof, the JV Company shall not, without Toyota's prior written consent, disclose or divulge any such Technical Information to any third party.

(b) Subject to the terms of Section 4.1(d) hereof, unless otherwise permitted by Toyota (which permission as to service parts to be manufactured by the JV Company for sale to GM is granted pursuant to Section 2.2(b) of the Service Parts License Agreement provided that nothing herein shall affect Toyota's rights against GM under such Service Parts License Agreement in the event of any breach thereof by GM); the JV Company shall use Technical Information solely for the purposes set forth in Section 2.1 hereof and for no other purpose. If requested by Toyota during the Agreement Term, the JV Company shall, at its sole expense, return Technical Information in tangible form previously provided to the JV Company by Toyota hereunder which Technical Information, as a result of product changes and similar causes, is no longer reasonably necessary for the JV Company.

(c) The JV Company shall take all reasonably necessary precautions in order to prevent unauthorized disclosure of the Technical Information to third parties; including without limitation maintaining all tangible Technical Information in a secure location when not in use. The JV Company shall also obtain from all of its employees, officers, directors, Non-Toyota Suppliers and others to whom any such Technical Information is disclosed and others whom the JV Company reasonably believes have actual access thereto, a nondisclosure and nonuse agreement containing standard provisions in the U.S.A. in respect of matters such as those referred to in this Section 4.1(c).

(d) To the extent that it would otherwise be lawfully permitted to do so, the JV Company may disclose Technical Information to GM, provided, however, that GM shall have agreed in writing in favor of the JV Company and Toyota to maintain such Technical Information in substantially the same manner as GM maintains its most confidential proprietary information so as to prevent the disclosure thereof to third parties.

(e) *Notwithstanding Section 4.1(d) hereof, but with respect to the information only furnished by Toyota to the JV Company hereunder exclusively for the Toyota-Specific Vehicles, the following shall apply:*

(i) *The JV Company may disclose to GM the information relating to production engineering and production process in conformance with the nondisclosure requirements of Sections 4.1(a) through (d) hereof applicable to Technical Information.*

(ii) *The JV Company shall not disclose to GM or any third party any information related to product planning, product engineering, product specifications, model cycle or quality related information, except that NUMMI may disclose such information to GM only when necessary for the management and operation of NUMMI, provided, however, that nothing herein shall prohibit NUMMI from disclosing such information to any Non-Toyota Supplier including GM, if applicable, when such Non-Toyota supplier needs such information, pursuant to this Agreement.*

*Any disclosure under this paragraph shall be in accordance with the Order issued by the Federal Trade Commission, In the Matter of General Motors Corporation, et. al., Docket No. C-3132.<sup>4</sup>*

4.2. Liability: (a) Subject to the provisions of the PRA, it is acknowledged that Toyota has only extended to the JV Company a mere permission to use Technical Information and that the JV Company assumes all risks and responsibilities as to its use of Technical Information and technical assistance and the results thereof.

(b) Toyota represents and warrants that, to the knowledge of responsible Toyota officials to date, there is no reason to believe that the manufacture, use or sale of the Licensed Vehicles will constitute an infringement of any patent held by any third party. Should any patent infringement claim arise, the parties will mutually cooperate in investigation and defense against such claim. In no event shall any party have any claim or right of action against

<sup>4</sup> Added by First Amendment.

any other party arising out of any such patent infringement claim except in the event of a breach of the representation and warranty set forth in the first sentence of this Section 4.2(b).

4.3. Agreement Term and Termination: (a) *This Agreement shall become effective upon its execution by the parties hereto and shall remain in full force and effect until the dissolution of the JV Company (such period being referred to herein as the "Agreement Term").*<sup>5</sup>

(b) Notwithstanding the foregoing, this Agreement the License shall terminate immediately upon the dissolution of and of the JV Company or upon the disposition by the Toyota Group of all of its Shareholder interest in the JV Company in accordance with Article 6 of the Articles of Incorporation of the JV Company or the applicable provisions of the Shareholders' Agreement.

(c) Any and all financial obligations and liabilities of the JV Company accruing before the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, and shall become without Toyota's demand due and payable immediately upon such termination or expiration.

(d) Unless otherwise instructed by Toyota, the JV Company shall upon termination or expiration of this Agreement return to Toyota, in a manner reasonably designated by Toyota and at the JV Company's cost, all of the tangible Technical Information furnished to the JV Company hereunder and all reproductions thereof then in the possession of the JV Company.

4.4. Interest on Overdue Payment: If any payment to Toyota by the JV Company under this Agreement is delayed, the JV Company shall pay interest to Toyota on each such delayed payment at the rate provided in Section 7.2 of the Shareholders' Agreement.

4.5. Force Majeure: No party shall in any way be responsible to any other party for failure of or delay in the performance of obligations other than payment of money under this Agreement if the causes therefor are attributable to any event beyond its reasonable control.

<sup>5</sup> Revised by Third Amendment.

4.6. Survival: All representations, warranties and indemnities, liabilities and disclaimers and limitations of the foregoing made, furnished or imposed herein or arising hereunder shall survive any termination of this Agreement or dissolution of the JV Company.

4.7. Assignability: Neither this Agreement nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

4.8. Persons Authorized to Act for the Parties: Each change, variation or modification of this Agreement shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

4.9. Notices: In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this Section) such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or other communication shall be immediately confirmed by a telex marked "Important") or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation  
1, Toyota-Cho, Toyota  
Aichi 471 Japan  
Telex/Answerback: 4528371/TOYOTA J  
Facsimile Model: UF 520 ISSSI  
Facsimile Call No.: 565-80-1116  
Attention: General Manager, Overseas Project Office

If to GM, to:

Chevrolet Motor Division  
General Motors Corporation  
30001 Van Dyke Avenue  
Warren, Michigan 48090 U.S.A.  
Telex/Answerback: 235547/CHEV CO WARN  
Facsimile Model: Rapicom 1500  
Facsimile Call No.: 313-492-6842  
Attention: General Manager

JV Company, to:

New United Motor Manufacturing, Inc.  
45500 Fremont Boulevard  
Fremont, California 94537 U.S.A.  
Telex/Answerback: (To be supplied)  
Facsimile Model: (To be supplied)  
Facsimile Call No.: (To be supplied)  
Attention: Executive Vice president

All such notices or other communications shall be deemed to have been given or received (i) upon receipt, if personally delivered, (ii) on the tenth business day following posting if by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

4.10. Third Persons: Except as contemplated in this Agreement as to the parties hereto, nothing in this Agreement is intended or shall be construed to confer upon or to give any person or entity any legal or equitable rights or remedies under or by reason of this Agreement.

4.11. Governing Language: This Agreement and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

4.12. Choice of Law: This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

4.13. Entire Agreement, Etc.: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Agreement, this Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of understanding (the "Memorandum"), dated February 17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

4.14. Arbitration: Any dispute arising between the parties hereto in connection with this Agreement or the agreement referred to in Section 4.1(d) hereof shall be finally settled by arbitration. If Toyota is the initiating party, the arbitration shall be held in San Francisco, California, U.S.A. in accordance with the rules of the American Arbitration Association. If the JV Company or GM is the initiating party, the arbitration shall be held in Tokyo, Japan in accordance with the rules of the Japan Commercial Arbitration Association. Any such arbitration proceedings shall be conducted in English. The award rendered by the arbitrators shall be final. An action or proceeding to enforce such award may be brought in any court of competent jurisdiction. The costs of any such arbitration proceedings shall be allocated as the arbitrators shall decide.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

NEW UNITED MOTOR  
MANUFACTURING, INC.

By \_\_\_\_\_  
President

TOYOTA MOTOR CORPORATION By

By \_\_\_\_\_  
President

GENERAL MOTORS CORPORATION

By \_\_\_\_\_  
President

CATEGORIES OF TECHNICAL INFORMATION UNDER SECTION 2.1

1. Product and Engineering::
  - (i) Specifications information;
  - (ii) Drawings;
  - (iii) Parts list;
  - (iv) Engineering standards;
  - (v) Sample parts. (Only one car set of sample parts required for investigation of U.S. sourcing.)
  
2. Production and Quality Assurance:
  - (1) Information concerning production and inspection of the Licensed Vehicle:
    - (i) Process planning sheet and flow chart;
    - (ii) Jig location drawings and welding spot instructions;
    - (iii) Processing conditions sheet;
    - (iv) Raw materials requirements per car and consumable list;
    - (v) Quality standards;
    - (vi) Inspection standards of vehicles and parts;
    - (vii) Measurement methods (emissions, brakes, dimensions, etc.);
    - (viii) Completed vehicle inspection standards, etc.
  
  - (2) Information and services concerning plant operations:
    - (i) Standard work sheet;
    - (ii) Equipment operating manuals;
    - (iii) Working procedures and manuals;
    - (iv) Inspection procedures and manuals;
    - (v) Maintenance standards and maintenance procedures;
    - (vi) Various formats, vouchers, etc.
  
3. Substitute Technical Information:

Any information, written materials or other matter which may be developed in the future as a complete or partial substitute for any item under Items 1 or 2 above.

**EXHIBIT D**

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MEMORANDUM ON TECHNICAL ASSISTANCE

by and between

TOYOTA MOTOR CORPORATION

and

GENERAL MOTORS CORPORATION

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MEMORANDUM ON TECHNICAL ASSISTANCE

This MEMORANDUM ON TECHNICAL ASSISTANCE (this "Memorandum") is made and entered into on and as of the 21<sup>st</sup> day of February, 1984 by and between Toyota Motor Corporation, a corporation organized and existing under the laws of Japan ("Toyota"), and General Motors Corporation, a corporation organized and existing under the laws of the State of Delaware ("GM");

WITNESSETH:

WHEREAS, New United Motor Manufacturing, Inc., a close corporation organized and existing under the laws of the State of California (the "JV Company"), which is under the joint control of but is separate and distinct from GM and Toyota, was formed for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore manufactured and certain components related thereto; and

WHEREAS, GM desires certain technical assistance from Toyota relating to the sale and service of such vehicles and Toyota will render such assistance upon mutually agreeable terms;

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

1.1. Defined Terms: In addition to the terms which have been previously or are hereafter defined herein, terms used herein with initial capital letters which are defined in Section 1.1 of the Shareholders' Agreement (the "Shareholders' Agreement"), dated the date hereof, among the JV Company, GM and Toyota are used herein as so defined unless otherwise defined in this Memorandum.

II. TECHNICAL ASSISTANCE

2.1. Furnishing of Technical Assistance: During the Memorandum Term (as defined in Section 3.1 hereof), Toyota will render to GM technical assistance ("Technical Assistance") to the extent that the parties shall mutually agree to be reasonably necessary for GM to sell and service certain motor vehicles ("Licensed Vehicles") to be manufactured by the JV Company under the Vehicle License Agreement. The following is a non-exclusive list of examples of the types of such Technical Assistance to be rendered by Toyota to GM hereunder:

(a) Information and materials reasonably necessary to prepare the following:

- (i) Owner's manual;
- (ii) Repair manual, including maintenance manual and electrical wiring diagram; and

- (iii) Parts catalogue;
- (b) Special service tool drawings;
- (c) Information, parts and services reasonably necessary for training of service technicians; and
- (d) Parts and vehicles.

2.2. Actual Implementation of Technical Assistance:

Technical Assistance under Section 2.1 hereof shall be actually implemented after the parties agree on the nature of such Technical Assistance and terms and conditions relating to the rendering of such Technical Assistance, provided that the amount to be paid therefor shall be determined on a cost basis.

2.3. Payment for Technical Assistance: Payments for Technical Assistance to be rendered by Toyota under Section 2.1 hereof shall be made as follows:

(a) GM shall remit the amount payable to Toyota by bank wire transfer within seven days after actual receipt by GM of Toyota's invoice (including that sent by telex or facsimile) therefor.

(b) GM may withhold from the amount payable to Toyota for Technical Assistance any present or future withholding taxes (if any) which GM is required to withhold and pay over to taxing authorities in the United States for the account of Toyota, provided that GM, on behalf of and in the name of Toyota, shall pay such taxes and arrange to furnish Toyota with proper certificates for such payments from such authorities to enable Toyota to obtain tax credit therefor

against its Japanese taxes.

(c) Any handling fees or other similar expenses incurred in remitting such payments shall not be deducted by GM in remitting such payments.

(d) All payments hereunder shall be made in Japanese Yen, unless Toyota shall instruct that such payments be made in U.S. Dollars.

2.4. Nondisclosure of Information: (a) If so indicated by Toyota from time to time, the tangible information furnished by Toyota in connection with the rendering of Technical Assistance hereunder ("Information") are trade secrets of Toyota and, unless such Information shall be consumer information which is required by applicable law to be provided to purchasers of Licensed Vehicles, distributors of Licensed Vehicles and similar persons or entities, shall be maintained by GM in substantially the same manner as GM maintains its most confidential proprietary information owned by it so as to prevent the disclosure thereof to third parties.

(b) Each of the obligations with respect to the maintenance of confidential Information is subject to the terms of the PRA.

2.5. Use of Technical Assistance: Subject to the provisions of the PRA, GM assumes all risks and responsibilities as to its use of Technical Assistance.

(c) Unless otherwise instructed by Toyota, GM shall upon termination or expiration of this Memorandum return to Toyota, in a manner reasonably designated by Toyota and at GM's cost, all of the tangible Information furnished to GM hereunder and indicated by Toyota as being trade secrets and all reproductions thereof then in the possession of GM.

(d) Notwithstanding any other provision of this Section 3.1, the expiration or termination of this Memorandum shall not affect the obligations of either of the parties under the Shareholders' Agreement or any of the Other Agreements to which they or either of them are parties, including without limitation the PRA.

3.2. Interest on Overdue Payment: If any payment to Toyota by GM is delayed, GM shall pay interest to Toyota on each such delayed payment at the rate provided in Section 7.2 of the Shareholders' Agreement.

3.3. Force Majeure: No party shall in any way be responsible to the other party for failure of or delay in the performance of obligations other than payment of money under this Memorandum if the causes therefor are attributable to any event beyond its reasonable control.

3.4. Arbitration: Any dispute arising between the parties in connection with this Memorandum shall be finally settled by arbitration. If Toyota is the initiating party, the

### III. GENERAL PROVISIONS

3.1. Memorandum Term and Termination: (a) This Memorandum shall become effective upon its execution by the parties hereto and shall remain in full force and effect until 12 years have elapsed after the Production Commencement Date, fixed as provided in Section 2.1 of the Vehicle Agreement (such period being referred to herein as the "Memorandum Term"), provided, however, that this Memorandum shall terminate immediately upon the dissolution of the JV Company or upon the disposition by the Toyota Group of all of its Shareholder interest in the JV Company in accordance with Article 6 of the Articles of Incorporation of the JV Company or the applicable provisions of the Shareholders' Agreement. Notwithstanding the foregoing, this Memorandum shall apply to technical information and technical assistance which has been furnished or rendered by Toyota to GM relating to the sale and service of the Licensed Vehicles prior to the effective date of this Memorandum.

(b) Any and all financial obligations and liabilities of GM accruing before the termination or expiration of this Memorandum shall survive the termination or expiration of this Memorandum, and shall become without Toyota's demand due and payable immediately upon such termination or expiration.

arbitration shall be held in San Francisco, California, U.S.A., in accordance with the rules of the American Arbitration Association. If GM is the initiating party, the arbitration shall be held in Tokyo, Japan in accordance with the rules of the Japan Commercial Arbitration Association. Any such arbitration proceedings shall be conducted in English. The award rendered by the arbitrators shall be final. An action or proceeding to enforce such award may be brought in any court of competent jurisdiction. The costs of any such arbitration proceedings shall be allocated as the arbitrators shall decide.

3.5. Assignability: Neither this Memorandum nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

3.6. Persons Authorized to Act for the Parties: Each change, variation or modification of this Memorandum shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

3.7. Notices: In any case where any notice or other communication is required or permitted to be given under this Memorandum (including without limitation any change in the information set forth in this Section) such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or

other communication shall be immediately confirmed by a telex marked "Important"), or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation  
1, Toyota-Cho, Toyota  
Aichi 471 Japan  
Telex/Answerback: 4528371/TOYOTA J  
Facsimile Model: UF 520 III  
Facsimile Call No.: 565-80-1116  
Attention: General Manager, Overseas Project Office

If to GM, to:

Chevrolet Motor Division  
General Motors Corporation  
30001 Van Dyke Avenue  
Warren, Michigan 48090 U.S.A.  
Telex/Answerback: 235547/CHEV CO WARN  
Facsimile Model: Rapicom 1500  
Facsimile Call No.: 313-492-6842  
Attention: General Manager

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the tenth business day following posting if by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

3.8. Third Persons: Except as contemplated in this Memorandum as to the parties hereto, nothing in this Memorandum is intended or shall be construed to confer upon or to give any

person or entity any legal or equitable rights or remedies under or by reason of this Memorandum.

3.9. Governing Language: This Memorandum and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

3.10. Choice of Law: This Memorandum shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

3.11. Entire Agreement, Etc.: This Memorandum constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Memorandum, this Memorandum supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of Understanding (the "Memorandum"), dated February 17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

3.12. Survival: All representations, warranties and indemnities, liabilities and disclaimers and limitations of the foregoing made, furnished or imposed herein or arising hereunder shall survive any termination of this Memorandum or dissolution of the JV Company.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their respective duly authorized representatives as of the day and year first above written.

TOYOTA MOTOR CORPORATION

By Shoichiro Toyoda  
President

GENERAL MOTORS CORPORATION

By [Signature]  
President  
CHAIRMAN OF THE BOARD

AMENDMENT TO  
MEMORANDUM ON TECHNICAL ASSISTANCE

TOYOTA MOTOR CORPORATION, a corporation organized and existing under the laws of Japan ("Toyota"), and GENERAL MOTORS CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("GM"), hereby agree to amend the MEMORANDUM ON TECHNICAL ASSISTANCE dated February 21, 1984 ("Memorandum"), as follows:

1. The first sentence of paragraph (a) of Section 3.1 of the Memorandum, entitled "Memorandum Term and Termination," is hereby deleted and replaced by the following:

"3.1 (a) This Memorandum shall become effective upon its execution by the parties hereto and shall remain in full force and effect until the dissolution of the JV Company (such period being referred to herein as the "Memorandum Term"). Notwithstanding the foregoing, this Memorandum shall apply to technical information and technical assistance which has been furnished or rendered by Toyota to GM relating to the sale and service of the Licensed Vehicles prior to the effective date of this Memorandum."

2. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.

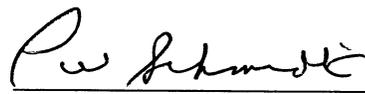
TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By:

  
\_\_\_\_\_  
Koichiro Noguchi  
Director

By:

  
\_\_\_\_\_  
Paul W. Schmidt  
Executive in Charge  
NAO Finance

**EXHIBIT E**

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**SERVICE PARTS LICENSE AGREEMENT**

by and between

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**TOYOTA MOTOR CORPORATION**

and

**GENERAL MOTORS CORPORATION**

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ANNEX A: Certain Parts Referred to in Section 1.1(c)

SERVICE PARTS LICENSE AGREEMENT

This SERVICE PARTS LICENSE AGREEMENT ("Agreement") is made and entered into on and as of the        day of        , 1984 by and between Toyota Motor Corporation, a corporation organized and existing under the laws of Japan ("Toyota"), and General Motors Corporation, a corporation organized and existing under the laws of the State of Delaware ("GM");

WITNESSETH:

WHEREAS, New United Motor Manufacturing, Inc. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, which is under the joint control of but is separate and distinct from each of GM and Toyota, was formed for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore manufactured and certain components related thereto; and

WHEREAS, GM, as the purchaser of such vehicle, desires to make arrangements for the supply of service parts therefor;

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

1.1. Defined Terms: In addition to the terms which

have been previously, or are hereafter, defined herein, terms used herein which are defined in Section 1.1 of the Shareholders' Agreement (the "Shareholders' Agreement"), dated the date hereof, among the JV Company, GM and Toyota are used herein as so defined when used herein with initial capital letters unless otherwise defined in this Agreement. In addition, the following terms shall have the following meanings when used herein with initial capital letters:

(a) "Vehicle License Agreement" means the Vehicle License Agreement, dated the date hereof, among the JV Company, GM and Toyota.

(b) "Licensed Vehicles" means the "Licensed Vehicles" as defined in Section 1.1(b) of the Vehicle License Agreement.

(c) "Licensed Parts" means service parts for use in the repair, service or equipping of Licensed Vehicles sold by the JV Company to GM which are not supplied by Toyota, excluding those common parts listed in Annex A hereto which are commonly used for GM's other vehicles and common and interchangeable parts as agreed upon by Toyota and GM.

(d) "Agreement Term" means the term of this Agreement as defined in Section 3.1 hereof.

II. TECHNICAL INFORMATION, LICENSE, ETC.

2.1. Technical Information: During the Agreement Term, Toyota shall, to the extent reasonably necessary for the manufacture, assembly or purchase by GM of the Licensed Parts, furnish GM <sup>with</sup> such technical information, data and other like information including without limitation drawings for service parts and engineering standards which Toyota possesses at the time of this Agreement or may hereafter develop or acquire (collectively, the "Technical Information"). GM acknowledges that all Technical Information is Toyota's trade secret and agrees that it shall observe the covenants applicable to it contained in Section 2.6 hereof with respect thereto.

2.2. Grant of License: Toyota hereby grants to GM an irrevocable and nonexclusive license ("License") during the Agreement Term (a) to use Technical Information furnished to GM by Toyota hereunder to manufacture, assemble or purchase from third parties Licensed Parts, (b) to permit the JV Company (and the JV Company's component suppliers) to use Technical Information and the technical information furnished to the JV Company under Sections 2.1 and 2.3 of the Vehicle License Agreement to manufacture, assemble and sell Licensed Parts to GM, and (c) to permit third-party suppliers to use Technical Information to manufacture, assemble and sell Licensed Parts to GM (GM shall cause such suppliers to keep Technical Information in substantially the same manner as GM does with similar

confidential information owned by it.); provided that sale and distribution of Licensed Parts shall be made through GM's service parts distribution division or divisions (presently, General Motors Warehousing and Distribution Division). The License shall be nondivisible, nontransferable and nonassignable and shall not include a right or privilege to grant a sublicense. Nothing in the immediately preceding sentence shall affect GM's rights under the first sentence of this Section 2.2.

2.3. Royalty: (a) In consideration of the License, (i) GM shall pay to Toyota the amount of (U.S.) \$3,000,000 as an initial royalty upon the date of this Agreement by bank wire transfer to a bank account to be designated by Toyota and (ii) GM shall pay to Toyota running royalties on all Licensed Parts sold by GM at the rate of 3% of the arm's length cost thereof (including freight, insurance, handling and brokerage charges, sales and excise taxes, and similar costs and expenses) to GM's service parts distribution division or divisions (presently, General Motors Warehousing and Distribution Division). Running royalties shall accrue at the time of sale by GM, provided, however, that any Licensed Parts which have been returned to GM by reason of any defects shall be deemed to have not been Licensed Parts and appropriate adjustments therefor shall be made.

(b) GM may withhold from the royalty payments hereunder any present or future withholding taxes which GM is required to withhold and pay over to taxing authorities in the United States for the account of Toyota, provided that GM, on behalf of and in the name of Toyota, shall pay such taxes and arrange to furnish Toyota with proper certificates for such payments from such authorities to enable Toyota to obtain tax credit therefor against its Japanese taxes.

(c) Any handling fees or other similar expenses incurred in remitting royalties shall not be deducted by GM in remitting royalties to be paid under this Agreement.

(d) GM shall keep records and supporting documentation necessary to verify the calculation of running royalties and, upon reasonable notice in writing, Toyota may at any time during normal business hours inspect such records and documentation for the purpose of verifying the calculation of running royalties hereunder, provided, however, that no such inspection right shall exist with respect to royalty payments certified pursuant to Section 2.4 hereof more than three years prior to the date of any request to inspect such records and documentation.

(e) Notwithstanding any other provision of this Agreement, any computation of royalty payments hereunder shall be conclusive and binding upon the parties hereto and not be subject to challenge hereunder or otherwise unless such computation shall be so challenged within three years from the date of the certified statement prepared by GM pursuant to Section 2.4 hereof.

2.4. Payment of Royalty: GM shall, within 30 calendar days after the end of each calendar quarter, furnish to Toyota at an address to be designated by Toyota as provided herein GM's certified statement showing the calculation of the amount of running royalties accruing during such calendar quarter, and GM shall remit the accrued<sup>?</sup> running royalties in U.S. Dollars within 60 calendar days of the end of each calendar quarter during the Agreement Term by bank wire transfer to a bank account to be designated by Toyota for such purpose.

2.5. Nondisclosure of Information: (a) Any Technical Information furnished by Toyota hereunder is Toyota's trade secret and, except as contemplated in Section 2.2 hereof, shall be maintained by GM in substantially the same manner as GM maintains its most confidential proprietary information owned by it so as to prevent the disclosure thereof to third parties.

(b) If requested by Toyota during the Agreement Term, GM shall, at its sole expense, return Technical Information previously provided by Toyota hereunder which Technical Information, as a result of product changes, is no longer reasonably necessary for the continued manufacture, assembly or purchase of Licensed Parts.

(c) Each of the foregoing obligations for the maintenance of confidential Technical Information is subject to the terms of the PRA.

2.6. Liability: (a) Subject to the provisions of the PRA, it is acknowledged that Toyota has only extended to GM a mere permission to use Technical Information and that GM assumes all risks and responsibilities as to its use of Technical Information and the results thereof.

(b) Toyota represents and warrants that, to the knowledge of responsible Toyota officials to date, there is no reason to believe that the manufacture, use or sale of the Licensed Parts will constitute an infringement of any patent held by any third party. Should any patent infringement claim arise, the parties will mutually cooperate in investigation and defense against such claim. In no event shall either party have any claim or right of action against the other party arising out of any such patent infringement claim except in the event of a breach of the representation and warranty set forth in the first sentence of this Section 2.6(b).

### III. GENERAL PROVISIONS

3.1. Agreement Term and Termination: (a) This Agreement shall become effective upon its execution by the parties hereto and shall remain in full force and effect until 12 years have elapsed after the Production Commencement Date, fixed as provided in Section 2.1 of the Vehicle Agreement (such period being referred to herein as the "Agreement Term").

(b) Notwithstanding the foregoing, this Agreement and the License shall terminate immediately upon the dissolution of the JV Company or upon disposition by the Toyota Group of all of its Shareholder interest in the JV Company in accordance with Article 6 of the Articles of Incorporation of the JV Company or the applicable provisions of the Shareholders' Agreement.

(c) Any and all financial obligations and liabilities of GM accruing before the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, and shall become without Toyota's demand due and payable immediately upon such termination or expiration.

(d) Unless otherwise instructed by Toyota, GM shall upon termination or expiration of this Agreement return to Toyota, in a manner reasonably designated by Toyota and at GM's cost, all of the tangible Technical Information furnished to GM hereunder and all reproductions thereof then in the possession of GM.

(e) Notwithstanding any other provision of this Section 3.1, the expiration or termination of this Agreement shall not affect the obligations of either of the parties under any Other Agreements to which they or either of them are parties, including without limitation the PRA.

3.2. Interest on Overdue Payment: If any payment to Toyota by GM under this Agreement is delayed, GM shall pay interest to Toyota on each such delayed payment at the rate provided in Section 7.2 of the Shareholders' Agreement.

3.3. Force Majeure: No party shall in any way be responsible to the other party for failure of or delay in the performance of obligations other than payment of money under this Agreement if the causes therefor are attributable to any event beyond its reasonable control.

3.4. Assignability: Neither this Agreement nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

3.5. Persons Authorized to Act for the Parties: Each change, variation or modification of this Agreement shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

3.6. Notices: In any case where any notice or other communication is required or permitted to be given under this Agreement, (including without limitation any change in the information set forth in this Section), such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or other communication shall be immediately confirmed by a telex marked "Important"), or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation  
1, Toyota-Cho, Toyota  
Aichi 471 Japan  
Telex/Answerback: 4528371/TOYOTA J  
Facsimile Model: UF 520 III  
Facsimile Call No.: 565-80-1116  
Attention: General Manager, Overseas Project Office

If to GM, to:

General Motors Warehousing and Distribution Division  
General Motors Corporation  
6060 West Bristol Road  
Flint, Michigan 48554 U.S.A.  
Telex/Answerback: 669999/GMWDD UW  
Facsimile Model: EMT 9160  
Facsimile Call No.: 313-635-6347  
Attention: General Manager

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the tenth business day following posting if

by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

3.7. Third Persons: Except as contemplated in this Agreement as to the parties hereto, nothing in this Agreement is intended or shall be construed to confer upon or to give any person or entity any legal or equitable rights or remedies under or by reason of this Agreement.

3.8. Governing Language: This Agreement and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

3.9. Choice of Law: This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

3.10. Entire Agreement, Etc.: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Agreement, this Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of Understanding (the "Memorandum"), dated February

17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

3.11. Arbitration: Any dispute arising between the parties hereto in connection with this Agreement shall be finally settled by arbitration. If Toyota is the initiating party, the arbitration shall be held in San Francisco, California, U.S.A., in accordance with the rules of the American Arbitration Association. If GM is the initiating party, the arbitration shall be held in Tokyo, Japan in accordance with the rules of the Japan Commercial Arbitration Association. Any such arbitration proceedings shall be conducted in English. The award rendered by the arbitrators shall be final. An action or proceeding to enforce such award may be brought in any court of competent jurisdiction. The costs of any such arbitration proceedings shall be allocated as the arbitrators shall decide.

3.12. Survival: All representations, warranties and indemnities, liabilities and disclaimers and limitations of the foregoing made, furnished or imposed herein or arising hereunder shall survive any termination of this Agreement or dissolution of the JV Company.

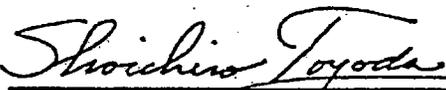
Service PARTS License

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

GENERAL MOTORS CORPORATION

By   
~~President~~  
CHAIRMAN OF THE BOARD

TOYOTA MOTOR CORPORATION

By   
President

Certain Parts Referred to in Section 1.1(c)

Bolt  
Screw  
Nut  
Washer  
Pin  
Rivet  
Plug  
Clamp  
Clip  
Grommet  
Snap ring  
Hook fastener  
Straight tube and hose (non-formed)

**EXHIBIT F**

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VEHICLE SUPPLY AGREEMENT

by and among

NEW UNITED MOTOR MANUFACTURING, INC.,

GENERAL MOTORS CORPORATION

and

TOYOTA MOTOR CORPORATION

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## VEHICLE SUPPLY AGREEMENT

This VEHICLE SUPPLY AGREEMENT (this "Agreement") is made and entered into on and as of the 21st day of February, 1984, by and among New United Motor Manufacturing, Inc. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, General Motors Corporation ("GM"), a corporation organized and existing under the laws of the State of Delaware, and Toyota Motor Corporation ("Toyota"), a corporation organized and existing under the laws of Japan;

### WITNESSETH:

WHEREAS, the JV Company, which is under the joint control of, but is separate and distinct from, GM and Toyota, was formed for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore manufactured and certain components related thereto;

NOW, THEREFORE, the parties hereto agree as follows:

### I. DEFINITIONS

1.1. Terms Defined in Shareholders' Agreement: In addition to the terms which have been previously, or are hereafter, defined herein, terms used herein which are defined in Section 1.1 of the Shareholders' Agreement (the "Shareholders'

Agreement"), dated the date hereof, among the parties hereto are used herein as so defined unless otherwise defined in this Agreement.

## II. TERM OF AGREEMENT

2.1. Agreement Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect for a period of 12 years following the date (the "Production Commencement Date") of commencement of the production of the Vehicles (as that term is hereafter defined). The parties shall execute a certificate fixing the Production Commencement Date as soon as practicable after the Vehicle production has commenced.

## III. PRODUCTS

3.1. Preliminary Technical Information: Toyota has previously furnished to GM preliminary technical information and specifications for the initial Vehicle (as that term is hereafter defined) to be manufactured by the JV Company for sale to GM.

3.2. The Products: The products to be supplied and purchased hereunder shall be certain automotive vehicles manufactured for sale to GM by the JV Company under license from Toyota (the "Vehicles") and optional equipment therefor manufactured or procured by the JV Company (the "Optional Equipment"). The Vehicles and the Optional Equipment (collectively, the "Products") will be more particularly

described in technical advance information (the "Technical Advance Information") to be furnished from time to time by the JV Company to GM.

3.3. Changes: (a) As Modifications will probably be made to the "Sprinter" or "Corolla" over time in accordance with market demand, Toyota will effect similar changes in the design of the Vehicles if such changes are deemed desirable by the parties. Such changes shall be effected in accordance with Section 3.3(c) hereof.

(b) If model changes or Specification Changes in the Vehicle are necessary, Toyota, GM and the JV Company will agree upon these model changes or Specification Changes. Any such model changes or Specification Changes shall be made in accordance with Section 3.3(c) hereof.

(c) Toyota will present to the JV Company the plan for any Modifications, Specification Changes or model changes concerned. The JV Company will thereafter submit to and negotiate with GM the planned Modifications, Specification Changes or model changes together with the planned price changes. The Modifications, Specification Changes or model changes and the price changes thereof will be made as agreed upon by the JV Company and GM. For purposes of this Section 3.3, the terms "Modifications" and "Specification Changes" mean changes in specifications appearing, or which if made would appear, in the Technical Advance Information.

3.4. Manuals: The JV Company, GM and Toyota shall agree upon a quality manual pursuant to which the JV Company and GM shall measure and inspect the quality of the Products and a purchase procedures manual pursuant to which specific delivery, packaging and other procedures relating to the supply and purchase of the Products shall be set forth.

#### IV. SUPPLY AND PURCHASE OBLIGATIONS AND ARRANGEMENTS

4.1. General Understanding: (a) The general principles contained in this Section 4.1 will apply to supply and purchase arrangements under this Agreement.

(b) The parties hereto are establishing supply and purchase arrangements under which the JV Company shall supply and GM shall purchase the Products on a continuous and stable basis. It is acknowledged that the JV Company is making substantial amounts of capital expenditures in its facilities relying upon GM's present projection that market demand for the Vehicles will exceed 200,000 units per annum. However, it is further acknowledged that market demand for the Products that can be generated in the areas in which GM expects to sell them will govern the purchase commitments of the parties as to all Products.

(c) In setting forth supply and purchase arrangements under this Article, the JV Company and GM agree that their mutual interests can be served only if orderly procedures are followed, and that a degree of flexibility is necessary in the negotiation

of the applicable items to accommodate GM's marketing and purchasing requirements and the JV Company's interest in endeavoring to manufacture the Products on a volume basis.

4.2. Individual Sales Contracts: (a) Within the general principles set forth in Section 4.1 hereof, each purchase and sale transaction between the JV Company and GM relating to the Products shall be governed by an individual sales contract, it being agreed within that context that the JV Company has no obligation to supply and GM has no obligation to purchase any Products until the parties enter such a contract. The terms of this Agreement (insofar as applicable) shall apply to each such sales contract.

(b) The parties shall from time to time negotiate and agree upon procedures relating to ordering, delivery, packaging and similar matters involved in the supply and purchase of the Products as provided in Section 3.4 hereof.

4.3. Unit Prices, Etc.: (a) The initial selling price of the Vehicles to be sold by the JV Company to GM during the 1985 model year shall be determined at least 60 calendar days prior to the expected Production Commencement Date by negotiation between the JV Company and GM. This negotiation shall be based upon the production cost estimated by the JV Company 90 calendar days prior to the expected Production Commencement Date, with estimates of such cost to be guided by the feasibility study prepared in 1982 by Toyota and GM and attached hereto as Annex A. In no event, however, shall such initial selling price be higher

than the upper limit or lower than the lower limit, each as set forth in the following sentence. The upper limit shall be determined by adjusting for feature differences the dealer net price (that is, the dealers' port of entry cost as referred to in the Kelley Blue Book New Car Price Manual) less 8% for Toyota's then-current United States model front-wheel drive Corolla equipped comparably to the Vehicles concerned, and the lower limit shall be determined by adjusting for feature differences such dealer net price (that is, the dealers' port of entry cost as referred to in the Kelley Blue Book New Car Price Manual) less 11% of such Corolla. The adjustment for feature differences between such Corolla and the initial Vehicle shall be made by agreement between the JV Company and GM.

(b) After determination of the initial selling price pursuant to Section 4.3(a) hereof, although there may be exceptions, the selling price for the Vehicles shall be revised and determined for each model year. The new selling price for the Vehicles in each new model year shall be determined by applying to the selling price for the previous model year the Index set forth in Annex B hereto. If the calculations embodied in such Index occasionally yield a selling price for the Vehicles which is at significant variance with then-current market conditions, the JV Company and GM shall negotiate a more appropriate selling price for the Vehicles.

(c) In the event that Toyota and other members of the Toyota Group shall cease to distribute the front-wheel drive

Corolla in the United States, the JV Company and GM shall negotiate appropriate amendments to this Section 4.3 consistent with the intent and purposes hereof.

(d) The methodology to be employed in pricing the Optional Equipment (both initial and subsequent) will be comparable to that described in Section 4.3(a) through Section 4.3(c) hereof and as described in Section 3.3(c) hereof.

(e) If it is anticipated that continuation of the foregoing methods for determination of the selling prices of the Products would cause those prices to be at such levels as the JV Company would incur losses which could endanger its normal operation, Toyota, the JV Company and GM shall negotiate and take necessary measures.

4.4. Delivery of Products: The Products shall be delivered by the JV Company to GM by physically delivering the same through the gate of the shipping canopy located just west of the Marshalling Area identified in Section 5.1 of the Shareholders' Agreement.

4.5. Acceptance of Products: (a) Within three business days after delivery of the Products, GM shall conduct visual and operational inspections to determine whether the Products conform to the applicable specifications and inspection standards as separately agreed upon by the parties pursuant to Section 3.4 hereof.

(b) GM shall accept all the Products which shall have passed said inspections and return the Products which shall have

failed said inspections to the JV Company with a written notice in a form designated by the JV Company specifying the reasons for such failure in reasonable detail.

(c) If GM fails to return the Products within three business days after their delivery, they shall be deemed accepted by GM.

4.6. Title and Risk of Loss: Title to and risk of loss of the Products shall pass from the JV Company to GM upon the delivery thereof by the JV Company to GM pursuant to Section 4.4 hereof.

4.7. Payment: (a) On each business day, the JV Company shall issue to GM a summary invoice for the Products delivered to GM.

(b) The payment for the Products by GM to the JV Company shall be made promptly after GM receives such summary invoice in accordance with the terms and conditions separately agreed upon by the parties. Such payment shall in any event be made by GM within two business days after GM receives such summary invoice.

(c) Overdue payments, if any, shall bear interest at a rate equal to the rate set forth in Section 7.2 of the Shareholders' Agreement.

4.8. Buyer's Brand: The Products will be marketed by GM under the trademarks of GM.

4.9. Warranties: (a) The JV Company warrants to GM that upon delivery of the Products to GM, GM shall have good and

marketable title to the Products.

(b) THE OBLIGATIONS OF THE JV COMPANY SET FORTH IN THE PRA AND THE WARRANTY SET FORTH IN SECTION 4.9(a) HEREOF ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Nothing in this Agreement shall affect the rights and obligations of the parties as provided in the PRA. The parties' obligations in respect of any defect or noncompliance with any laws or governmental standards or regulations, actual or alleged, of the Vehicles as accepted by GM under Section 4.5 hereof shall be as set forth in the PRA.

4.10. Compliance with Vehicle Safety Regulations: (a) Toyota shall, as soon as necessary tests have been completed with satisfactory results, issue to the JV Company and GM a certificate to the effect that the Products as designed by Toyota meet the applicable Federal Motor Vehicle Safety Standards (as such term is defined below). The JV Company will not start regular production of the Products until it and GM have received such certificate appropriate to the Products to be produced. In connection therewith, Toyota shall conduct such tests of the Products and provide such information as Toyota may deem necessary, desirable or appropriate to enable the JV Company and, with respect to consumer information requirements under the United States statute entitled the "National Traffic and Motor Vehicle Safety Act of 1966" and all amendments thereto ("Safety

Act"), GM, as the case may be, in reliance upon such information, to make such certifications or provide such consumer information as may be necessary pursuant to applicable federal motor vehicle safety standards ("Federal Motor Vehicle Safety Standards") and rules, regulations and procedures promulgated from time to time by the United States National Highway Traffic Safety Administration of the United States Department of Transportation or any successor administrative agency ("NHTSA") under the Safety Act ("NHTSA Regulations").

(b) GM shall submit to NHTSA the necessary reports and data called for by Section 573.8 of the NHTSA Regulations and any revisions thereto on behalf of the JV Company and shall furnish to the JV Company and Toyota copies of such reports and data.

(c) The JV Company, in reliance upon information furnished by Toyota, shall be responsible for obtaining all necessary safety approvals of any governmental authority of any state or political subdivision thereof or of the United States, including approvals for required labeling, and such renewals as may be required, either directly or through its suppliers, in connection with the Products that the JV Company will manufacture and supply under this Agreement, and the JV Company shall furnish to GM copies of the approvals so obtained. The JV Company will not start regular production of the Vehicles until GM has received from the JV Company copies of all such approvals appropriate to the Products to be produced. In connection with inquiries received from any such authority regarding safety

requirements for any such Products, the JV Company shall, after consultation with GM and Toyota, act on behalf of itself, Toyota and GM and shall keep Toyota and GM advised of the progress of such matters.

(d) The above provisions regarding compliance with Federal Motor Vehicle Safety Standards shall apply to requirements of Title 1 of the Federal Motor Vehicle Cost Savings and Information Act, commonly known as "Bumper Standards".

(e) Toyota recognizes and will comply with the obligations under Section 110(e) of the Safety Act to designate an agent in the United States for service of process.

4.11. Emissions: (a) Toyota shall make all necessary submissions, on behalf of the JV Company, and obtain all necessary certifications for the Vehicles from the United States Environmental Protection Agency or any successor administrative agency ("EPA"). Copies of such certifications shall be given to GM and the JV Company. The JV Company will not start regular production of the Vehicles until it and GM have received copies of such certifications appropriate to the Vehicles to be produced.

(b) GM, based upon information supplied by Toyota, shall furnish owners of the Products the maintenance and use instructions required by Section 207 of the United States statute entitled the "Clean Air Act of 1963" and all amendments thereto ("Clean Air Act") and will furnish copies thereof to Toyota and the JV Company.

(c) All of the provisions above regarding the emissions control standards promulgated from time to time by the EPA under the Clean Air Act and the rules, regulations and procedures promulgated from time to time by the EPA under the Clean Air Act shall also apply to the emissions control requirements and regulations of the State of California.

4.12. Governmental Regulations: The JV Company will use its best efforts, with cooperation of GM and Toyota, to comply with all applicable governmental requirements and regulations.

V. TECHNICAL ASSISTANCE BY THE  
JV COMPANY AND PILOTS, ETC.

5.1. Technical Assistance: If the JV Company's assistance is requested by GM for the purpose of ensuring the performance of new Vehicle warranty service on the Products, the JV Company and GM shall in good faith negotiate on a cost basis for such required assistance, including, but not limited to, the dispatch of the JV Company's personnel or a third party designated by the JV Company to GM.

5.2. Pilots: (a) If GM requests the JV Company, in a reasonably timely manner, to manufacture and supply pilot vehicles for any Vehicle model or series, the JV Company and GM shall in good faith negotiate the terms and conditions applicable to the pilot vehicles desired by GM, provided, however, that the JV Company shall have no obligation to manufacture or supply

such pilot vehicles until agreement is reached by the JV Company and GM with respect thereto.

(b) In every case, the price of each pilot vehicle shall be the same as the price of such Vehicle model or series in commercial production determined or to be determined in accordance with the provisions of Section 4.3 hereof.

(c) GM agrees not to resell pilot vehicles supplied pursuant to this Section 5.2. PILOT VEHICLES WILL BE SOLD TO GM IN AN "AS IS" CONDITION and will be used by GM at its own risk.

## VI. MISCELLANEOUS

6.1. Force Majeure: Any delay in or failure of the performance of any party hereunder shall be excused if and to the extent caused by occurrences beyond such party's control, including, but not limited to, acts of God; fire or flood; war; governmental regulations, policies or actions; closure of foreign exchange markets; any labor, material, transportation or utility shortage or curtailment; discontinuance or curtailment of the manufacture of the Products ordered; or any labor trouble in the manufacturing plants of the JV Company in Fremont, California or any of its suppliers.

6.2. Limitations of Liability: Except as provided in the PRA, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

6.3. Survival: All representations, warranties and indemnities, liabilities and disclaimers and limitations of the foregoing made, furnished or imposed herein or arising hereunder shall survive any termination of this Agreement or dissolution of the JV Company.

#### VII. GENERAL PROVISIONS

7.1. Assignability: Neither this Agreement nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

7.2. Persons Authorized to Act for the Parties: Each change, variation or modification of this Agreement shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

7.3. Notices: In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this Section) such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or other communication shall be immediately confirmed by a telex marked "Important"), or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation  
1, Toyota-Cho, Toyota  
Aichi 471 Japan  
Telex/Answerback: 4528371/TOYOTA J  
Facsimile Model: UF 520 III  
Facsimile Call No.: 565-80-1116  
Attention: General Manager, Overseas Project Office

If to GM, to:

Chevrolet Motor Division  
General Motors Corporation  
30001 Van Dyke Avenue  
Warren, Michigan 48090 U.S.A.  
Telex/Answerback: 235547/CHEV CO WARN  
Facsimile Model: Rapicom 1500  
Facsimile Call No.: 313-492-6842  
Attention: General Manager

If to the JV Company, to:

New United Motor Manufacturing, Inc.  
45500 Fremont Boulevard  
Fremont, California 94537 U.S.A.  
Telex/Answerback: (To be supplied)  
Facsimile Model: (To be supplied)  
Facsimile Call No.: (To be supplied)  
Attention: Executive Vice President

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the tenth business day following posting if by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

7.4. Third Persons: Except as contemplated in this Agreement as to the parties hereto, nothing in this Agreement is intended or shall be construed to confer upon or to give any person or entity any legal or equitable rights or remedies under or by reason of this Agreement.

7.5. Governing Language: This Agreement and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

7.6. Choice of Law: This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

7.7. Entire Agreement, Etc.: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Agreement, this Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of Understanding (the "Memorandum"), dated February 17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

7.8. Enforcement of this Agreement: Each party to this Agreement, solely in connection with any action or proceeding brought by any other party to this Agreement (on its

own behalf or on behalf of the JV Company) arising out of or related to this Agreement, hereby (i) agrees that any such action or proceeding shall be brought only in a federal or state court of competent subject matter jurisdiction in the State of California (and no such action or proceeding shall be brought in any other state or country) and (ii) consents to personal jurisdiction in any such court provided that service of process shall be duly made. Each party hereby agrees that in any such action or proceeding process may be served upon it by any means authorized by applicable statutes, rules, treaties and/or conventions. In this regard, if such service of process shall be duly made by any means as aforesaid, no party shall contest the same or the personal jurisdiction of any such California court in any court. The parties' obligations under this Section 7.8 shall survive the expiration or termination of this Agreement or the dissolution of the JV Company. Nothing herein shall be construed to mean that any party to this Agreement has hereby submitted to the personal jurisdiction of any such court in connection with any other action or proceeding whatsoever.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by their respective duly authorized representatives as of the day and year first above written.

NEW UNITED MOTOR MANUFACTURING,  
INC.

By *Takeo Toyoda*  
President

GENERAL MOTORS CORPORATION

By *R. B. Stutz*  
~~President~~  
CHAIRMAN OF THE BOARD

TOYOTA MOTOR CORPORATION

By *Shoichiro Toyoda*  
President



### III. Conditions and Procedures for Cost Estimate

#### 1) Direct Materials

##### a. Parts

- Toyota to propose the Basic Concept for Parts Sourcing Classification and to provide GM with a "Parts List" which specifies the sourcing. (All parts to be classified into three sources by Toyota in the List: Japan, U.S. and Open sources.)
- In the next step, "Open" parts to be decided to be either Japan- or U.S.-sourced based on co-quotation by the parties. (attachment (A))
- Toyota to submit the price of Japan-sourced parts and GM to submit that of U.S.-sourced parts as of June, 1982.
- The prices shall be used only for the Feasibility Study.

##### b. Major Body Panels

(Cost of major body panels produced by the JV)

- Toyota to provide GM with Technical Information for the parts and then GM to calculate the cost based on Toyota's information. (attachment (B))

##### c. Other Stamping Parts

(Cost of small stamping parts attached to the Major stamping parts. (attachment (C))

- These parts are to be sourced from Japan and Toyota is to estimate the cost.

##### d. Paint and Others

(Cost of paint and other indirect materials such as Gasoline, Engine Oil, Transmission Oil, L.L.C., Brake Fluid, etc. (attachment (D))

- Average of Toyota- and GM-estimated costs to be used for the study.

## 2) Manufacturing Cost

### a. Labor Cost (Hourly)

- Toyota to estimate the number of workers of the JV plant based on comparison study of manpower in Wilmington and Takaoka under the following parameters. (attachment ⑤)
  - Plant ..... Fremont
  - Line Rate ... 60 jobs per hour
  - Shift ..... 2 shifts
- GM to estimate annual working hours and hourly rate of the plant to calculate the cost.

### b. Facility Operation Cost

- Toyota to specify the factors included in facility operation cost and then GM to estimate the cost. (attachment ⑥)

### c. Depreciation

- Toyota to calculate the cost based on investment cost for modification and addition to the Fremont Plant estimated by the Joint Production Team. (attachment ⑦)

## 3) Administration and Other Cost

### a. Labor Cost (Salary)

- Toyota to estimate the number of workers.
- GM to estimate average salary used for the cost estimate.

### b. Tax & Insurance

- GM to estimate the amount of property tax and insurance.

### c. Royalty

- 3% of U.S. value added to be paid as Running Royalty.

Each party to respectively estimate production cost of the JV vehicle based on the above Feasibility Study.

Agreed Items of Product Cost

	Cost per unit
Direct Materials	
1. Japan Sourced Parts	\$1,973
2. U.S. Sourced Parts	636
3. Open Parts	
• Sourced to Japan	817
• Sourced to U.S.	458
4. Material Cost for Major Body Panels	137
5. Other Stamping Parts	120
6. Paint, Sealer, Gasoline, Engine Oil, T/M Oil, L.L.C., Brake Fluid	70
Manufacturing Cost	
1. Labor Cost (Hourly)	454
2. Facility Operation Cost	152
3. Depreciation Amortization - New Facilities	206
Administration and Other Cost	
1. Labor Cost (Salary)	101
2. Tax	27
3. Royalty	84
4. Other Administrative Cost	20

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Cost reduction targets, start-up costs, depreciation amortization relating to existing facilities, and interest costs are not reflected above.

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan	U.S.	Japan	U.S.
				<u>SOURCE</u>	<u>SOURCE</u>	<u>OPEN</u>	<u>OPEN</u>
1-1	Engine Assy, W/Clutch	1	J	750.00			
1-2	Cleaner Assy, Air W/Element	1	J	23.88			
1-	Bolt, Stud	1	J	INC. BELOW			
1-	Nut, Wing W/Washer	1	J	" "			
1-	Bolt, W/Washer	1	J	" "			
1-	Hose, Air Cleaner	1	J	1.62			
1-	Clamp, Hose	1	J	INC. BELOW			
1-	Hose, Air Cleaner, No. 1	1	J	1.58			
1-	Clamp, Hose	1	J	INC. BELOW			
1-	Clamp, Hose	1	J	" "			
1-	Hose, Air Cleaner, No. 2	1	J	2.50			
1-	Bolt, W/Washer	1	J	INC. BELOW			
1-	Hose, Air Cleaner, No. 3	1	J	3.29			
1-	Nut, Lock	2	J	INC. BELOW			
	BOLT, NUT AND CLAMP			.72			
	VALVE ASSY. THERMOSTATIC			3.25			
	VEHICLE SWITCH			14.02			
	VALVE ASSY. ELECTRIC			1.54			
	BLEED CONTROL			1.54			
	HOSE, AIR NO. 1			3.16			
2-1	Insulator, Engine Mounting, FR	1	J	3.16			
2-2	Bracket, Engine Mounting, FR	1	J	1.06			
2-3	Insulator, Engine Mounting, LH	1	J	3.82			
2-4	Bracket, Engine Mounting, LH	1	J	1.16			
2-5	Insulator, Engine Mounting, RR	1	J	3.40			
2-6	Bracket, Engine Mounting, RR	1	J	1.05			

JOINT VENTURE CAR COMPONENTS

<u>Q- No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	
3-1	Radiator Assy	1	0				25.95	HARRISON
3-2	Support, Radiator	2	0				.38	C.E.C.
3-3	Hose Radiator, No. 1	1	0				1.99	C.E.C.
3-4	Hose Radiator, No. 2	1	0			1.79		
3-4	Hose, Water Inlet	1	0				.09	C.E.C.
3-5	Clip	4	J	INC. BELOW				
3-6	Hose, Water By-Pass, No. 1	1	J	" "				
3-6	Pipe, Water By-Pass, No. 2	1	J	2.80				
3-6	Pipe, Water By-Pass, No. 1	1	J	2.16				
3-7	Clamp, Hose	2	J	INC. BELOW				
3-8	Fan Assy, W/Motor	1	0				11.41	DELCO PRODUCTS
3-	Reservetank Assy, Radiator CLIP, HOSE AND CLAMP	1	0	1.30			1.07	C.E.C.
4-1	Pipe Sub-Assy, Exhaust, FR	1	0			19.87		
4-2	Gasket, Exhaust Pipe	1	J	INC. ON NEXT PAGE				
4-3	Nut	2	J	" " " "				
4-4	Bolt, Washer Based Head Hex.	2	J	" " " "				
4-5	Gasket, Exhaust Pipe	1	J	" " " "				
4-6	Converter Assy, Monolithic	1	0			122.04		
4-7	Bolt, U	1	J	INC. ON NEXT PAGE				
4-8	Clamp, Air Suction Pipe	1	J	" " " "				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Index</u>	<u>U.S. Index</u>	<u>Japan Open</u>	<u>U.S. Cost</u>
8-1	Knob Sub-Assy, Shift Lever	1	0			.42	
8-2	Lever Assy, Shift	1	J	11.09			
8-3	Cover, Trans. Control Cable	1	J	INC. BELOW			
8-4	Cable Assy, Trans. Control	1	J	14.00			
8-5	Retainer, Dust Seal	1	J	INC. BELOW			
8-6	Grommet	1	J	" "			
8-	Bracket, Transaxle Cont. Cable	1	J	.83			
8-7	Crank Assy, Selecting Bell	1	J	2.73			
8-8	Lever, Control Shift	1	J	2.54			
8-9	Pin, Lever Lock COVER, SPRING, GROMMET AND PIN	1	J	INC. BELOW .58			
9-1	Drum, Brake	2	J	13.43			
9-2	Shaft Sub-Assy, RR Axle	2		COMPONENTS SHOWN BELOW			
9-	Shaft, RR Axle	1	0			11.06	
9-	Bolt, Hub	4	J	INC. BELOW			
9-3	Seal, Type T Oil	2	0			.26	
9-4	Case, RR Axle Bearing	2	0			7.04	
9-5	Bolt, Washer Based Head Hexagon	8	J	INC. BELOW			
9-6	Bearing	2	0			4.20	
9-7	Ring, O	2	0			.12	
9-8	Nut	2	0			.72	
9-	Cap, Bleeder Plug BOLT AND CAP	2	J	INC. BELOW 5.56			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
12-	Bolt, Hub	4	J	INC. BELOW				
12-3	Bearing	2	O			8.16		
12-4	Seal, Type, T Oil	2	O				.53	C.E.C.
12-5	Seal, Type, T Oil	2	O				.53	C.E.C.
12-6	Ring, Snap	2	O			.20		
12-7	Deflector, Fr Wheel Bearing Dust, No. 1	2	O			.20		
12-8	Washer, Plate	4	J	INC. BELOW				
12-9	Nut, Hexagon	4	J	" "				
12-10	Cap, FRwheel Adjusting Lock	4	J	" "				
12-	Cap, Bleeder Plug BOLT, WASHER, NUT AND CAP	2	J	" " S.71				
13-1	Pedal Sub-Assy, Clutch	1	O			1.25		
13-2	Pad, Pedal	1	O				.11	C.E.C.
13-3	Bolt, Washer Based Head Hex.	1	J	INC. ON NEXT PAGE				
13-4	Bush	2	J	" " " "				
13-5	Collar	1	J	" " " "				
13-6	Spring, Tension	1	J	" " " "				
13-7	Dashion	1	J	" " " "				
13-8	Bush	1	J	" " " "				
13-9	Pin, W/Hole	1	J	" " " "				
13-10	Support Sub-Assy, Clutch Pedal	1	O				1.05	GULF & WESTERN

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SWISS</u>	<u>U.S. SWISS</u>	<u>Japan OSM</u>	<u>U.S. OSM</u>	<u>Source</u>	
10-	Wheel Assy	4	COMPONENTS SHOWN BELOW						
10-1	Wheel, Disc	4	0			34.7L			
10-2	Tire, Tubeless	4	U.S.		100.32			o/s	
10-3	Valve	4	0				.58	C.E.C.	
10-4	Balance Weight	x	U.S.		.9L			C.E.C.	
10-5	Ornament Sub-Assy, Wheel Hub	4	0			1.28			
10-6	Nut, Hub	16	U.S.		4.24			C.E.C.	
10-	(Spare Tire)		COMPONENTS SHOWN BELOW						
10-	Wheel Assy	1	"	"	"				
10-	Wheel Disc	1	0			0.02			
10-	Tire, Tubeless	1	U.S.		19.85			o/s	
10-	Valve	1	0				.15	C.E.C.	
11-1	Shaft Assy, Fr. Drive, RH	1	0	}			81.82		
11-2	Shaft Assy, Fr. Drive, LH	1	0						
12-1	Disc, Fr	2	J	12.04					
12-2	Hub Sub-Assy, Fr Axle	1	COMPONENTS SHOWN BELOW ON NEXT PAGE						
12-	Hub, Fr Axle	2	0			9.04			

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan SOURCED	U.S. SOURCED	Japan TOTAL	U.S. TOTAL	SOURCE
13-11	Bolt, Hexagon	1	J	272.8700				
13-12	Tube, Master Cylinder to Flexible Hose	1	U.S.		.50			C.E.C.
13-13	Bracket, Flexible Hose	1	O			.08		
13-14	Hose, Flexible	1	J	1.50				
13-15	Tube, Release Cylinder to Flexible Hose	1	U.S.		.38			C.E.C.
13-16	Bracket, Flexible Hose BOLT, BUSH, COLLAR, SPRING, CUSHION AND PIN	1	O	.59		.08		
14-1	Cylinder Assy, Master	1	O			6.66		
5-	Column Assy, Steering	1	J	36.74				
15-1	Tube Assy, Steering Column	1		COMPONENT	COST	NO	ASSEMBLY	
15-2	Shaft Assy, Steering Main	1	"	"	"	"	"	
15-3	Cover Sub-Assy, Strg. Col. Hole	1	"	"	"	"	"	
15-4	Clamp	1	"	"	"	"	"	
15-5	Brack. Assy, Str. Col. Upr V/Sw.	1	"	"	"	"	"	
15-6	Ring, Shaft Snap	2	"	"	"	"	"	
15-7	Stopper Sub-Assy, Strg. Shaft Thrust	1	"	"	"	"	"	
15-8	Ring, Snap	1	"	"	"	"	"	
15-9	Yoke Sub-Assy, Strg. Sliding	1	J	7.68				
15-10	Cover, Steering Column Up	1	O				1.06	KUSAN

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./		Japan		U.S.		Source
			Open		SWAGE	SWAGE	OPEN	OPEN	
15-11	Cover, Steering Column, Lwr	1	0					1.15	KUSAN
15-	Protector, Break Assy	1	J		.55				
16-1	Wheel Assy, Steering	1	0					16.15	INLAND
16-2	Nut	1	0					.06	C.E.C.
17-1	Link Assy, Steering	1	J		42.47				
17-2	Bracket, Strg. Rack Hous., RH	1	J		..70				
17-3	Grommet, Strg. Rack Hous., RH	1	J		INC. BELOW				
17-4	Bracket, Strg. Rack Hous., LH	1	J		" "				
17-5	Bracket, Strg. Rack Hous., No.3	1	J		" "				
17-6	Grommet, Strg. Rack Hous., LH	1	J		" "				
17-7	Nut, Castle	2	J		" "				
17-8	Pin, Cotter	2	J		" "				
	GROMMET, BRACKET, NUT AND PIN				1.72				
18-1	Lever Assy, Parking Brake	1	0					3.71	GULF & WESTERN
18-2	Equalizer, Parking Brake	1	J		INC. ON NEXT PAGE				
18-3	Retainer, Cable	2	J		" " " "				
18-4	Clamp	2	J		" " " "				

JOINT VENTURE CAR COMPONENTS

<u>Fig- No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SHEET</u>	<u>U.S. SHEET</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
18-5	Clamp	2	J	INC. BELOW				
18-6	Brake Assy, V/Pkg. B/Cable, RH	1	J	11.32				
18-7	Brake Assy, V/Pkg. B/Cable, LH COUPLER, RETAINER AND CLAMP	1	J	11.26				
				.45				
19-1	Pedal Sub-Assy, Brake	1	O			1.72		
19-2	Pad, Pedal	1	O				.11	C.E.C.
19-3	Bolt, Washer Based Head Hex.	1	J	INC. BELOW				
19-4	Pin	1	J	"	"			
19-5	Bush	2	J	"	"			
19-6	Collar	1	J	"	"			
19-7	Cushion	1	J	"	"			
19-8	Spring, Tension	1	J	"	"			
19-9	Support Sub-Assy, Brake Pedal BOLT, PIN, BUSH, COLLAR, CUSHION, AND SPRING	1	O				1.31	Gulf Western
				.55				
20-1	Cylinder Assy, Brake Master	1	J	10.48				
20-2	Gasket, Brake Booster	1	J	INC. ON NEXT PAGE				
20-3	Valve Assy, Vacuum Check	1	J	"	"			
20-4	Union	1	J	"	"			
20-5	Bracket, Vacuum Check Valve	1	J	"	"			
20-6	Hose, Ch. Valve to Brake Booster	1	J	"	"			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCED</u>	<u>U.S. SOURCED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCED</u>
20-7	Hose, Union to Connector Tube	1	J	1.69				
20-8	Tube, Hose to Hose	1	J	1.25				
20-9	Hose	1	J	ENC. BELOW				
20-10	Clip GASKET, VALVE ASSY. UNION, BRACKET, HOSE AND CLIP	5	J	" "				2.08
21-1	Caliper Assy, Disc Brake, FR RH	1	J	19.19				
21-2	Caliper Assy, Disc Brake, FR LH	1	J	19.19				
21-3	Cover, Disc Brake Dust, FR RH	1	J	1.71				
21-4	Cover, Disc Brake Dust, FR LH	1	J	1.71				
2-1	Valve Proportioning	1	J	3.78				
22-2	Way, 3	1	J	.84				
22-3	Tube, Fr Brake, No. 1	1	U.S.		.28			C.E.C.
22-4	Tube, Fr Brake, No. 2	1	U.S.		.27			C.E.C.
22-5	Tube, Fr Brake, No. 3	1	U.S.		.33			C.E.C.
22-6	Tube, Fr Brake, No. 4	1	U.S.		.79			C.E.C.
22-7	Tube, Fr Brake, No. 5	1	U.S.		.39			C.E.C.
22-8	Hose, Flexible	2	J	5.41				
22-9	Tube, RR Brake, No. 1	1	U.S.		2.08			C.E.C.
22-10	Tube, RR Brake, No. 2	1	U.S.		1.74			C.E.C.
22-11	Tube, RR Brake, No. 3	1	U.S.		.28			C.E.C.

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SUSKER</u>	<u>U.S. SUSKER</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
22-12	Tube, RR Brake, No. 4	1	U.S.		.28			C.E.C.
22-13	Hose, Flexible	2	J	2.65				
22-14	Bolt, Union	2	J	INC. BELOW				
22-15	Clamp	4	J	" "				
22-16	Clamp BOLT AND CLAMP	2	J	".75				
23-1	Arm Sub-Assy, Sus. LWR RH W/Bush	1	J	13.02				
23-2	Arm Sub-Assy, Sus. LWR LH W/Bush	1	J	13.02				
23-3	Bolt, Washer Based Head Hex.	2	J	INC. BELOW				
23-4	Bracket, LWR Arm RR	2	J	" "				
23-5	Bolt, Washer Based Head Hex.	4	J	" "				
23-6	Bolt, Washer Based Head Hex.	2	J	" "				
23-7	Nut	4	J	" "				
23-8	Knuckle, Steering, RH	1	O			10.66		
23-9	Knuckle, Steering, LH	1	O			10.66		
23-10	Joint Assy, Lwr Ball	2	O			7.36		
23-11	Nut, Castle	1	J	INC. BELOW				
23-12	Pin, Cotter	1	J	" "				
23-13	Bolt, Washer Based Head Hex.	4	J	" "				
23-14	Nut	4	J	" "				
23-15	Cam, Camber Adjust, RH	1	J	" "				
23-16	Cam, Camber Adjust, LH BOLT, WASHER, NUT PIN, AND CAM	1	J	" "				3.93

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN CUMULATED</u>	<u>U.S. CUMULATED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
24-1	Absorber Assy, Shock, Fr RH	1	0			13.62		
24-2	Absorber Assy, Shock, Fr LH	1	0			13.62		
24-3	Seat Sub-Assy, Fr Spring	2	0				2.10	C.E.C.
24-4	Insulator, Fr Coil Spring, Upr	2	0				1.13	C.E.C.
24-5	Bumper, Fr Coil Spring	2	0				1.17	C.E.C.
24-6	Seal, Dust	2	0				.12	C.E.C.
24-7	Cover, Bearing Dust	2	0				.10	C.E.C.
24-8	Nut, Lock	2	0				.07	C.E.C.
24-9	Support Sub-Assy, Fr Suspension	2	0			8.98		
24-10	Spring, Coil, Fr	2	0			7.16		
25-1	Absorber Assy, Shock, RR RH	1	0			10.48		
25-2	Absorber Assy, Shock, RR LH	1	0			10.48		
25-3	Rod Assy, Strut, RR	2	0			5.16		
25-4	Arm Assy, RR Suspension, No. 1	2	J	4.95				
25-5	Arm Assy, RR Suspension, No. 2	2	J	5.27				
25-6	Spring, Coil, RR	2	0			6.36		
25-7	Bumper, RR Spring	2	0				.80	C.E.C.
25-8	Support Assy, RR Suspension	2	0			6.62		
25-9	Insulator, RR Coil Spring	2	0				1.82	C.E.C.
25-10	Cover, RR Suspension Support	2	0				.12	C.E.C.
25-11	Bolt, Washer Based Head Hex.	4	J	ENC. ON NEXT PAGE				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Source</u>	<u>U.S. Source</u>	<u>Japan Open</u>	<u>U.S. Open</u>	<u>Source</u>
25-12	Nut	4	J	INT. BRAND				
25-13	Bolt, Washer Based Head Hex.	4	J	" "				
25-14	Nut	4	J	" "				
25-15	Washer	2	J	" "				
25-16	Bolt, Washer Based Head Hex.	4	J	" "				
25-17	Bolt, Washer Based Head Hex.	2	J	" "				
25-18	Bolt, Washer Based Head Hex.	2	J	" "				
25-19	Cam Sub-Assy, Toe Adjust	2	J	" "				
25-20	Plate, Toe, Adjust, No. 2	2	J	" "				
25-21	Nut	4	J	" "				
25-22	Nut	2	J	" "				
25-23	Carrier Sub-Assy, RR Axle RH	1	J	10.67				
25-24	Carrier Sub-Assy, LR Axle LH BOLT, NUT, WASHER, CAM SUB-ASSY. AND PLATE	1	J	10.67 6.30				
26-1	Member Sub-Assy, Eng. Mount. Ctr.	1	J	10.24				
26-2	Cush. Sub-Assy, Ctr Member Mtg. FR	2	J	1.88				
26-3	Cush. Sub-Assy, Ctr Mem. Mtg, RR	2	J	1.88				
26-4	Tube	2	J	.36				
26-5	Tube	2	J					
26-6	Cover, Engine Mounting Hole	2	0				.11	C.E.C.
26-7	Cover, Engine Under, RH	1	0			2.00		
26-8	Cover, Engine Under, LH	1	0			2.00		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCED</u>	<u>U.S. SOURCED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
27-	Bumper Assy, FR	1	0	COMPONENT COST BELOW				
27-	Absorber Sub-Assy, FR Bumper Energy	1		"	"	"		
27-1	Cover, FR Bumper	1					15.43	GUIDE
27-2	Retainer, FR Bumper, UPR Center	1					.92	C.E.C.
27-3	Absorber, FR Bumper Energy	1					10.18	DAVISON RUBBER
27-4	Reinforcement Sub-Assy, FR Bumper	1				35.59		
27-5	Retainer Sub-Assy, FR Bumper, CTR	1				.92		
27-6	Retainer, FR Bumper LVR Side	2				2.4		
27-	Bolt, Washer Based Head Hex.	4	J	INCL. ON NEXT PAGE				
27-	Bolt, W/Washer	2	J	"	"	"	"	
27-7	Panel, FR Valance	1	0				1.33	GM of CANADA
27-8	Brace, Valance Panel to Rad Supt, RH	1	J	INCL. ON NEXT PAGE				
27-9	Brace, Valance Panel to Rad Supt, LH	1	J	"	"	"	"	
27-	Bolt W/Washer	4	J	"	"	"	"	
27-	Clip	4	J	"	"	"	"	
27-12	Support, FR Bumper Side, RH	1	J	.48				
27-13	Support, FR Bumper Side, LH	1	J	.48				
27-	Cap, Door Trim Retainer	2	J	INCL. ON NEXT PAGE				
27-	Bolt, W/Washer	2	J	"	"	"	"	
27-	Grommet	6	J	"	"	"	"	
27-	Screw, W/Washer Tapping	6	J	"	"	"	"	

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCED</u>	<u>U.S. SOURCED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
27-	Bolt, W/Washer	2	J	INC. BELOW				
27-	Bolt, W/Washer	2	J	"	"			
27-	Bolt, W/Washer	4	J	"	"			
27-10	Extension, FR Bumper, RH	1	0				2.21	CHEVROLET
27-11	Extension, FR Bumper, LH	1	0				2.21	CHEVROLET
	BOLT, BRACE, CLIP CAP, GROMMET AND SCREW			5.07				
28-	Bumper Assy, RR	1	0	COMPONENT COST BELOW				
28-	Absorber Sub-Assy, RR Bumper Energy	1		"	"	"		
28-1	Cover, RR Bumper	1					16.10	GUIDE
28-2	Retainer, RR Bumper, UPR	1					.86	C.E.C.
28-3	Absorber, RR Bumper Energy	1					7.68	DUNLOP RUBBER
28-4	Reinforcement Sub-Assy, RR Bumper	1				13.59		
28-5	Retainer, RR Bumper, LMR	1					.62	C.E.C.
28-6	Seal, RR Bumper Side, RH	1	J	.31				
28-7	Extension, RR Bumper, RH	1	0				2.31	CHEVROLET
28-8	Extension, RR Bumper, LH	1	0				2.31	CHEVROLET
28-9	Support, RR Bumper Side, No. 2 RH	2	J	.47				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SPRINGER</u>	<u>U.S. SOURCES</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
29-1	Grille Sub-Assy, Radiator	1	U.S.		6.75			O/S
30-1	Hood Sub-Assy	1	U.S.	J.V. STAMPING				
30-2	Seal, Hood to Radiator Support	1	0				.93	INLAND
30-3	Bumper, Hood, RR	2	J	INC. BELOW				
30-4	Seal, Hood to Cowl Top	1	0			1.23		
30-5	Bumper, Fender to Hood	4	J	INC. BELOW				
30-6	Fender Sub-Assy, FR, RH	1	U.S.	J.V. STAMPING				
30-7	Fender Sub-Assy, FR, LH	1	U.S.	" "				
30-8	Brace, FR Fender to Apron, RH	1	J	INC. BELOW				
30-9	Brace, FR Fender to Apron, LH	1	J	" "				
30-10	Bracket, Fender to Hood Bumper, RH	2	J	" "				
30-11	Bracket, Fender to Hood Bumper, LH	2	J	" "				
30-12	Seal, FR Fender Main	2	0				.23	C.E.C.
30-13	Liner, FR Fender, RH	1	0			4.71		
30-14	Liner, FR Fender, LH	1	0			4.71		
30-15	Retainer, FR Fender Liner BUMPER, BRACE, BRACKET AND RETAINER	8	J	INC. BELOW 1.34				
31-1	Rod, Hood Support	1	U.S.		.95			C.E.C.
31-2	Grommet	1	J	INC ON NEXT PAGE				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN COST</u>	<u>U.S. COST</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
31-3	Clamp, Hood Support Rod	1	J	INC. BELOW				
31-4	Hinge Assy, Hood, RH	1	O			.60		
31-5	Hinge Assy, Hood, LH	1	O			.60		
31-6	Pad, Hood Hinge	x	O				.03	C.E.C.
31-7	Lock Assy, Hood	1	O			1.57		
31-8	Lever Sub-Assy, Hood Lock Control	1	O			.34		
31-9	Cable Assy, Hood Lock Control GROMMET AND CLAMP	1	O	.09		.93		
32-1	Insulator Assy, Dash Panel	1	O			9.62		
32-2	Panel Sub-Assy, Dash	1	U.S.	J.V. STAMPING				
32-3	Member Sub-Assy, Strg Gear Box Support	1	J	11.99				
32-4	Apron Sub-Assy, FR Fender, RH	1	J	16.04				
32-5	Apron Sub-Assy, FR Fender, LH	1	J	16.61				
32-	Support Sub-Assy, Radiator	1	J	13.76				
32-6	Support Sub-Assy, Radiator, RH	1	J	COST INC. IN R&D. SUB-ASSY. ABOVE				
32-7	Support Sub-Assy, Radiator, LH	1	J	"	"	"	"	"
32-8	Support, Radiator, UPR	1	J	"	"	"	"	"
32-9	Support Sub-Assy, Hood Lock	1	J	"	"	"	"	"
32-10	Reinforcement, Radiator Mounting, RH	1	J	"	"	"	"	"
32-11	Reinforcement, Radiator Mounting, LH	1	J	"	"	"	"	"

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCES</u>	<u>U.S. SOURCES</u>	<u>JAPAN COST</u>	<u>U.S. COST</u>
32-12	Gusset, FR Crossmember Side, RH	1	J	COST INC. IN RAD. WB-ASSY. PREVIOUS PAGE			
32-13	Gusset, FR Crossmember Side, LH	1	J	"	"	"	"
32-14	Member Sub-Assy, FR Cross	1	J	"	"	"	"
32-	Reinforcement, FR Crossmember	1	J	"	"	"	"
32-	Reinforcement, FR Crossmember, No. 1, RH	1	J	"	"	"	"
32-	Reinforcement, FR Crossmember, No. 1, LH	1	J	"	"	"	"
32-	Member, FR Cross, RR	1	J	"	"	"	"
32-15	Extension, FR Side Member, RH	1	J	"	"	"	"
32-16	Extension, FR Side Member, LH	1	J	"	"	"	"
33-1	Member Sub-Assy, FR Side, RH	1	U.S.	J.V. STAMPING			
33-2	Member Sub-Assy, FR Side, LH	1	U.S.	" "			
33-3	Member Sub-Assy, Floor Side, Inner RH	1	J	8.17			
33-4	Member Sub-Assy, Floor Side, Inner LH	1	J	8.18			
33-5	Member Sub-Assy, RR Floor Side, RH	1	U.S.	J.V. STAMPING			
33-6	Member Sub-Assy, RR Floor Side, LH	1	U.S.	" "			
33-7	Member Sub-Assy, RR Floor Cross, No. 1	1	J	4.56			
33-8	Member Sub-Assy, RR Floor Cross, No. 2	1	J	7.39			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN CROSSER</u>	<u>U.S. OPEN</u>	<u>JAPAN SPACER</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
33-9	Member Sub-Assy, FR Floor Cross	1	J	3.92				
33-10	Reinforcement, FR Floor Under, RH	1	J	JAPAN - OTHER SMALL PARTS				
33-11	Reinforcement, FR Floor Under, LH	1	J	"	"	"	"	
33-	Reinforcement, FR Floor Under, No. 2, LH	1	J	1.39				
34-1	Glass, Windshield	1	U.S.		37.73			LIBBEY-OWENS
34-2	Dam, Window Glass Adhesive	1	O				.24	C.E.C.
34-3	Spacer, Windshield Glass	2	J	INC. BELOW				
34-4	Panel Assy, Cowl Top	1	U.S.	J.V. STAMPING				
34-5	Nozzle Assy, Defroster	1	O				4.42	CHEVROLET
34-6	Duct Assy, Side Defroster, RH	1	O				.36	C.E.C.
34-7	Duct Assy, Side Defroster, LH	1	O				.36	C.E.C.
34-A	Nozzle Sub-Assy, Side Defroster, RH	1	O				.27	C.E.C.
34-B	Nozzle Sub-Assy, Side Defroster, LH	1	O				.27	C.E.C.
34-8	Louver, Cowl Ventilator, RH	1	O				.28	C.E.C.
34-9	Louver, Cowl Ventilator, LH	1	O			.15		
34-10	Louver, Cowl Ventilator, Center LH	1	O			.15		
34-11	Brace, Cowl Top Inner to Pillar, RH	1	J	INC. BELOW				
	SPACER AND BRACE			.56				

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan	U.S.	Japan	U.S.
				Stamp	Stamp	Open	Open
35-1	Reinforcement Sub-Assy, Seat Belt Anchor	1	J	INC. BELOW			
35-2	Reinforce Sub-Assy, Parking Brake Base	1	J	"	"		
35-3	Bracket, FR Seat, Outside, RR RH	1	J	"	"		
35-4	Bracket, FR Seat, Outside, RR LH	1	J	"	"		
35-5	Bracket, FR Floor Heat Insulator, No. 1	3	J	"	"		
35-	Bracket, FR Floor Heat Insulator, No. 1	1	J	"	"		
35-6	Bracket, Center Floor Insul, No. 4	4	J	"	"		
35-7	Pen, FR Floor	1	U.S.	J.V. STAMPING			
35-8	Support Sub-Assy, Shift & Select Lever	1	J	2.96			
35-9	Reinforcement, FR Floor Panel	1	J	2.92			
35-	Bracket, FR Seat Mtg, Inside RH	1	J	INC. BELOW			
35-	Bracket, FR Seat Mtg, Inside LH	1	J	"	"		
35-10	Cover Assy, Spare Wheel	1	0			1.50	
35-11	Pen Sub-Assy, RR Floor	1	U.S.	J.V. STAMPING			
35-12	Panel Sub-Assy, Body Lwr Back	1	J	14.84			
35-	Bracket, RR Seat Mounting, RH	1	J	INC. BELOW			
35-	Bracket, RR Seat Mounting, LH	1	J	"	"		
	REINFORCEMENT SUB-ASSY, REINFORCE SUB-ASSY. AND BRACKET			2.96			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SMOKED</u>	<u>U.S. SMOKED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	
36-1	Pillar Sub-Assy, FR Body, RH	1	J	26.09				
36-2	Pillar Sub-Assy, FR Body, LH	1	J	26.11				
36-	Pillar Sub-Assy, Ctr W/Roof SI Rail, RH	1	J	15.24				
36-3	Rail, Roof Side, Outer, RH	1	COMPONENT COST IN SUB-ASSY. ABOVE					
36-4	Channel, Roof Drip Side, Center RH	1	"	"	"	"	"	
36-5	Pillar Sub-Assy, Ctr. Body, Outer RH	1	"	"	"	"	"	
36-6	Rail, Roof Side, Inner RH	1	"	"	"	"	"	
36-7	Pillar, Ctr. Body, Inner UPR RH	1	"	"	"	"	"	
36-8	Pillar, Ctr. Body, Inner RH	1	"	"	"	"	"	
36-	Reinforce Sub-Assy, Belt to Ctr. Plr., RH	1	"	"	"	"	"	
36-	Pillar Sub-Assy, Ctr. W/Roof SI Rail, LH	1	J	15.24				
36-9	Rail, Roof Side, Outer LH	1	COMPONENT COST IN SUB-ASSY. ABOVE					
36-10	Channel, Roof Drip Side, Center LH	1	"	"	"	"	"	
36-11	Pillar Sub-Assy, Ctr. Body, Outer LH	1	"	"	"	"	"	
36-12	Rail, Roof Side, Inner LH	1	"	"	"	"	"	
36-13	Pillar, Ctr. Body, Inner UPR LH	1	"	"	"	"	"	
36-14	Pillar, Ctr. Body, Inner Inner LH	1	"	"	"	"	"	
36-	Reinforce Sub-Assy, Belt to CTR PLR, LH	1	"	"	"	"	"	

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SOURCE</u>	<u>U.S. SOURCE</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>
36-15	Panel Sub-Assy, Rocker, Outer RH	1	U.S.	J.V. STAMPING			
36-16	Panel Sub-Assy, Rocker, Outer LH	1	U.S.	"	"		
36-17	Panel Sub-Assy, Quarter, RH	1	U.S.	"	"		
36-18	Panel, Sub-Assy, Quarter, LH	1	U.S.	"	"		
36-19	Panel Sub-Assy, Qtr Wheel House, Out RH	1	J	6.16			
36-20	Panel Sub-Assy, Qtr Wheel House, Inn RH	1	J	14.28			
36-21	Panel Sub-Assy, Qtr Wheel House, Out LH	1	J	6.33			
36-22	Panel Sub-Assy, Qtr Wheel House, Inn LH	1	J	14.93			
36-23	Panel Sub-Assy, Roof Side, Inner RH	1	J	3.83			
36-24	Panel Sub-Assy, Roof Side, Inner LH	1	J	3.82			
37-1	Insulator, Main Muffler Heat	1	J	6.20			
37-2	Insulator, Main Muffler Heat	1	J	2.76			
37-3	Insul, FR Floor Heat, No. 2	1	J	1.29			
37-	Bolt, W/Washer	13	J	.34			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SMILED</u>	<u>U.S. SMILED</u>	<u>JAPAN OPRN</u>	<u>U.S. OPRN</u>	<u>SOURCE</u>
38-1	Panel Sub-Assy, Roof	1	U.S.	J.V. STAMPING				
38-2	Reinf, Roof Panel, Center	1	J	1.51				
38-3	Panel Sub-Assy, UPR Back	1	J	12.42				
38-4	Glass Sub-Assy, Back Window	1	U.S.		25.06			LIBBEY-OWENS
38-5	Weatherstrip, Back Window Glass	1	0				4.67	C.E.C.
39-1	Panel Sub-Assy, Luggage Compartment Door	1	U.S.	J.V. STAMPING				
39-2	Weatherstrip, Luggage Compartment Door	1	0			3.83		
39-3	Cushion	2	J	INC BELOW				
39-4	Cushion	2	J	" "				
39-5	Hinge Assy, Luggage Compartment Door, RH.	1	J	2.64				
39-6	Hinge Assy, Luggage Compartment Door, LH	1	J	2.64				
39-7	Shim, Luggage Compartment Door Hinge	X	J	INC. BELOW				
39-8	Lock Assy, Luggage Compartment Door	1	0			.91		
39-9	Striker, Luggage Door Lock	1	0				.08	C.E.C.
39-	Cover, Luggage Compartment Door Striker	1	0			.06		
39-10	Bar, Hinge Torsion, RH	1	U.S.		.47			MID-WEST FAB.
39-11	Bar, Hinge Torsion, LH CUSHION AND SHIM	1	U.S.		.47			MID-WEST FAB.
				.29				

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan	U.S.	Japan	U.S.	Source
				SMCRR	SMCRR	OPEN	OPEN	
40-1	Panel, Sub-Assy, FR Door, RH	1	U.S.	J.Y. STAMPING				
40-2	Panel, Sub-Assy, FR Door, LH	1	U.S.	"	"			
40-3	Frame Sub-Assy, FR Door, FR LVR RH	2	J	L.22				
40-4	Frame Sub-Assy, FR Door, FR LVR LH	2	J	L.22				
40-5	Retainer, FR Door LVR Frame Bracket Garn	2	J	INC. ON NEXT PAGE				
40-6	Retainer, FR Door LVR Frame UPR RH	1	J	"	"	"	"	
40-7	Garnish, FR Door LVR Frame Bracket, RH	1	J	"	"	"	"	
40-8	Garnish, FR Door LVR Frame Bracket, LH	1	J	"	"	"	"	
40-9	Frame Sub-Assy, FR Door, RR LVR RH	2	J	"	"	"	"	
40-10	Frame Sub-Assy, FR Door, RR LVR LH	2	J	"	"	"	"	
40-11	Cover, FR Door Service Hole, RH	1	U.S.		.38			C.E.C.
40-12	Cover, FR Door Service Hole, LH	1	U.S.		.38			C.E.C.
40-13	Weatherstrip, FR Door, RH	1	0			3.31		
40-14	Weatherstrip, FR Door, LH	1	0			3.29		
40-15	Run, FR Door Glass, No. 1	2	0			3.14		
40-16	Run, FR Door Glass, No. 2	2	0			.66		
40-17	Glass Sub-Assy, FR Door, RH	1	U.S.		6.89			LIBBEY-OWENS
40-18	Glass Sub-Assy, FR Door, LH	1	U.S.		6.89			LIBBEY-OWENS
40-19	Weatherstrip Assy, FR Door Glass, Out RH	1	0			.96		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN LOCAL</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
40-20	Weatherstrip Assy, FR Door Glass, Out LH	1	0			.96		
40-21	Weatherstrip Assy, FR Door Glass, INN RH	1	0				.77	C.E.C.
40-22	Weatherstrip Assy, FR Door Glass, INN LH	1	0				.77	C.E.C.
40-23	Check Assy, FR Door	2	J	2.17				
40-24	Pin, Door Check	2	J	INC. BELOW				
40-25	Panel Assy, FR Door Trim, RH	1	U.S.		7.94			FINDLAY IND.
40-26	Panel Assy, FR Door Trim, LH RETAINER COVER BRASSISH FRAME SUB-ASSY. AND PIN	1	U.S.		7.94			FINDLAY IND.
				2.56				
41-1	Handle Assy, FR Door Outside, RH	1	0			1.86		
41-2	Handle Assy, FR Door Outside, LH	1	0			1.86		
41-3	Handle Assy, Door Inside, RH	1	0			.71		
41-4	Handle Assy, Door Inside, LH	1	0			.71		
41-5	Silencer, Door Lock Link	2	0			.10		
41-6	Bezel, Door Inside Handle	2	0				.28	FISHER
41-7	Lock Assy, FR Door, RH	1	0			3.20		
41-8	Lock Assy, FR Door, LH	1	0			3.17		
41-9	Guide, Door Locking Link	2	0				.08	C.E.C.

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Supplier</u>	<u>U.S. Supplier</u>	<u>Japan Open</u>	<u>U.S. Open</u>	<u>Source</u>
41-10	Knob, Door Lock Control	2	0			.10		
41-11	Clamp, Door Lock Link	2	0				.11	C.E.C.
41-12	Plate Assy, Door Lock Striker	2	0			.72		
42-1	Hinge Assy, FR Door, UPR RH	1	0			.82		
42-2	Hinge Assy, FR Door, UPR LH	1	0			.82		
42-3	Hinge Assy, FR Door, LWR RH	1	0			.82		
42-4	Hinge Assy, FR Door, LWR LH	1	0			.82		
42-5	Handle Assy, Door Window Reg.	2	0			.76		
42-6	Plate, Window Regulator Handle	2	0			.06		
42-7	Regulator Assy, FR Door Window, RH	1	0			3.00		
42-8	Regulator Assy, FR Door Window, LH	1	0			3.00		
42-9	Accessory Set, FR Door Glass	2	U.S.		1.75			C.E.C.
42-	Channel, Door Glass No. 1	1		INC. IN ACCESS. SET COST ABOVE				
42-	Channel, Door Glass No. 2	1		" " " " " "				
42-	Channel, FR Door Glass	1		" " " " " "				
42-	Filler, Door Glass Channel	1		" " " " " "				
42-	Filler, Door Glass Channel	1		" " " " " "				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SUMMER</u>	<u>U.S. SUMMER</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
43-1	Panel Sub-Assy, RR Door, RH	1	U.S.	J.V. STAMPING				
43-2	Panel Sub-Assy, RR Door, LH	1	U.S.	"	"			
43-3	Glass Sub-Assy, RR Door, RH	1	U.S.		5.09			LIBBEY-OWENS
43-4	Glass Sub-Assy, RR Door, LH	1	U.S.		5.09			LIBBEY-OWENS
43-5	Glass, RR Door Quarter Window, RH	1	U.S.		5.84			LIBBEY-OWENS
43-6	Glass, RR Door Quarter Window, LH	1	U.S.		5.84			LIBBEY-OWENS
43-7	Check Assy, RR Door	2	J	2.32				
43-8	Pin, Door Check	2	J	.11				
43-9	Run, RR Door Glass	2	0				.76	C.E.C.
43-10	Weatherstrip, RR Door Quarter Window, RH	1	0			1.22		
43-11	Weatherstrip, RR Door Quarter Window, LH	1	0			1.22		
43-12	Weatherstrip, RR Door, RH	1	0			3.26		
43-13	Weatherstrip, RR Door, LH	1	0			3.26		
43-14	Weatherstrip Assy, RR Door Glass, Out RH	1	0			.76		
43-15	Weatherstrip Assy, RR Door Glass, Out LH	1	0			.76		
43-16	Weatherstrip Assy, RR Door Glass, Inn RH	1	0			.56		
43-17	Weatherstrip Assy, RR Door Glass, Inn LH	1	0			.56		
43-18	Bar Sub-Assy, RR Door Mod Division, RH	1	J	1.24				
43-19	Bar Sub-Assy, RR Door Mod Division, LH	1	J	1.24				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCED</u>	<u>U.S. SOURCED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
43-20	Cover, RR Door Service Hole, RH	1	U.S.		.15			C.E.C.
43-21	Cover, RR Door Service Hole, LH	1	U.S.		.15			C.E.C.
43-22	Panel Assy, RR Door Trim, RH	1	U.S.		7.95			O/S
43-23	Panel Assy, RR Door Trim, LH	1	U.S.		7.95			O/S
44-1	Handle Assy, Dr Outside, No. 1	1	0			1.50		
44-2	Handle Assy, Dr Outside, No. 2	1	0			1.50		
44-3	Handle Assy, Door Inside, RH	1	0				.85	FISHER
44-4	Handle Assy, Door Inside, LH	1	0				.85	FISHER
44-5	Bezel, Door Inside Handle	2	0				.28	FISHER
44-6	Lock Assy, RR Door, RH	1	0			3.21		
44-7	Lock Assy, RR Door, LH	1	0			3.21		
44-8	Guide, Door Locking Link	2	0				.08	C.E.C.
44-9	Knob, Door Lock Control	2	0			.10		
44-10	Clamp, Door Lock Link	4	0				.21	C.E.C.
44-11	Link Assy, RR Dr Inside Locking, RH	1	0			.46		
44-12	Link Assy, RR Dr Inside Locking, LH	1	0			.46		
44-13	Plate Assy, Door Lock Striker	2	0			.72		
44-14	Silencer, Door Lock Link	2	0			.08		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCED</u>	<u>U.S. SOURCED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
45-1	Hinge Assy, RR Door, UPR RH	1	0			.80		
45-2	Hinge Assy, RR Door, UPR LH	1	0			.80		
45-3	Hinge Assy, RR Door, LWR RH	1	0			.83		
45-4	Hinge Assy, RR Door, LWR LH	1	0			.83		
45-5	Handle Assy, Dr Window Reg	2	0			.76		
45-6	Plate, Window Regulator Handle	2	0			.06		
45-7	Regulator Assy, RR Dr Window RH	1	0			2.45		
45-8	Regulator Assy, RR Dr Window LH	1	0			2.51		
45-9	Accessory Set, RR Door Glass, RH	1	U.S.		.81			C.E.C.
45-	Channel, Door Glass No. 1	1	INC. IN	ACCESS. SET	COST ABOVE			
45-	Channel, RR Door Glass, RH	1	"	"	"	"	"	
45-	Filler, Door Glass Channel	1	"	"	"	"	"	
45-	Filler, RR Door Glass Channel	1	"	"	"	"	"	
45-10	Accessory Set, RR Door Glass, LH	1	U.S.		.81			C.E.C.
45-	Channel, Door Glass No. 2	1	INC. IN	ACCESS. SET	COST ABOVE			
45-	Channel, RR Door Glass, LH	1	"	"	"	"	"	
45-	Filler, Door Glass Channel	1	"	"	"	"	"	
45-	Filler, RR Door Glass Channel	1	"	"	"	"	"	

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
46-1	Cylinder & Key Set	1	0					
46-	Cylinder Assy, FR Door Lock, RH	1	}					
46-	Pad, Door Cylinder	3						
46-	Key, Master	2						
46-	Key, SUB	1						
46-	Cylinder Assy, FR Door Lock, LH	1					5.69	
46-	Cylinder Assy, Back Door Lock	1						
46-	Cyl Assy, Ignition Switch Lock	1						
46-	Cyl Assy, Fuel Filler Opening Lid	1						
46-	Protector, Key	1						
46-	Pad, Luggage Comp. Dr Lock Cyl	1					89	
46-2	Retainer, FR Door Lock Cylinder	3	J	INT. BELAW				
46-3	Retainer, Luggage Comp. Lock Cylinder	1	J	" "				
	RETAINER			.35				
47-1	Clamp Sub-Assy, Battery	1	U.S.		.84			C.E.C.
47-2	Bolt, Battery Clamp	1	U.S.		.18			C.E.C.
47-3	Tray, Battery	1	U.S.		.45			C.E.C.

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN YALDI</u>	<u>U.S. SHAKY</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
48-1	Tank Assy, Fuel			COST INC. IN SUB-ASSY. AND COMPONENTS				
48-2	Tank Sub-Assy, Fuel	1	U.S.	J.F. STAMPING				
48-3	Pipe Sub-Assy, Fuel Tank Filler, LWR	1	J	1.08				
48-4	Gasket, Fuel Tank Filler Pipe, LWR	1	J	INC. BELOW				
48-5	Tube Sub-Assy, Fuel Tank Vent	1	J	2.56				
48-6	Plug, W/Head Straight Screw	1	J	INC. BELOW				
48-7	Gasket	1	J	" "				
48-8	Cushion, Fuel Tank	4	U.S.		.42			C.E.C.
48-9	Cushion, Fuel Tank, No. 2	3	U.S.		.47			C.E.C.
48-10	Cushion, Fuel Tank, No. 3	1	U.S.		.22			C.E.C.
	GASKET AND PLUG			.37				
49-11	Band Sub-Assy, Fuel Tank, RH	1	J	1.48				
49-12	Band Sub-Assy, Fuel Tank, LH	1	J	1.48				
49-13	Protector, Fuel Tank, No. 1	1	0				.58	C.E.C.
49-14	Protector, Fuel Tank, No. 2	1	0				.47	C.E.C.
49-15	Hose, Fuel Tank to Filler Pipe	1	J	1.73				
49-16	Hose	1	J	INC. BELOW				
49-17	Hose, Fuel	3	J	" "				
49-	Pipe Assy, Fuel Tank	1	J	" "				
49-18	Pipe Sub-Assy, Fuel Tank Filler	1		" "				
49-19	Separator Sub-Assy, Fuel Vapor Liquid	1		" "				
49-20	Prot, Fuel Tank Filler Pipe PIPE ASSY. FUEL TANK FILLER HOSE	1	0				.75	C.E.C.
				12.25				
				.75				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
50-21	Shield Assy, Fuel Tank Filler Pipe	1	J	INC. BELOW				
50-22	Shield, Fuel Tank Filler Pipe No. 3	1	J	" "				
50-23	Ring, Fuel Inlet Box	1	J	" "				
50-24	Cap Assy, Fuel Tank	1	J	1.34				
50-25	Spring Assy, Fuel Filler Opening Lid	1	J	INC. BELOW				
50-26	Lid Assy, Fuel Filler Opening SHIELD ASSY. SHIELD. RING. SPRING ASSY. AND LID ASSY	1	J	" "				
				2.02				
51-1	Canister Assy, Charcoal	1	J	7.66				
51-2	Hose, Charcoal Canister	1	J	INC. BELOW				
51-3	Hose	1	J	" "				
51-	Valve Assy, Outer Vent Control	1	J	" "				
51-	Valve Assy, Vacuum Switching	1	J	" "				
51-4	Tube Sub-Assy, Fuel Main	1	U.S.		2.56			C.E.C.
51-5	Tube Sub-Assy, Fuel Return	1	U.S.		2.86			C.E.C.
51-6	Tube Sub-Assy, Fuel Tank to Canister	1	U.S.		2.73			C.E.C.
51-7	Hose, Fuel	1	J	INC. BELOW				
51-8	Hose, Fuel	1	J	" "				
51-9	Hose, Fuel	1	J	" "				
51-10	Protector, Fuel Tube, No. 2	1	0				.35	C.E.C.
51-11	Protector, Fuel Tube, No. 1	1	0				.58	C.E.C.
	VALVE ASSY. OUTER VENT CONTROL			3.05				
	VALVE ASSY. VACUUM SWITCHING			3.26				
	HOSE			1.01				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
52-1	Moulding, Roof Drip Side Finish, FR RH	1	0			2.47		
52-2	Moulding, Roof Drip Side Finish, FR LH	1	0			2.47		
52-3	Moulding Assy, FR Dr Belt, RH	1	0			2.45		
52-4	Moulding Assy, FR Dr Belt, LH	1	0			2.45		
52-5	Moulding Assy, RR Dr Belt, RH	1	0			2.34		
52-6	Moulding Assy, RR Dr Belt, LH	1	0			2.34		
52-	Moulding Set, Outside	1	0	}				
52-7	Moulding, FR Fender, Outside RR RH	1						
52-8	Moulding, FR Fender, Outside RR LH	1						SAO C.E.C.
52-9	Moulding, FR Dr, Outside	2						
52-10	Moulding, RR Dr, Outside RH	1						
52-11	Moulding, RR Dr, Outside LH	1						
53-1	Moulding, Windshd, Outside LVR	1	0			5.22		
53-2	Clip, Windshd Outside Moulding No. 1	5	0					INC. ON NEXT PAGE
53-3	Clip, Windshd Outside Moulding No. 2	4	0					" " " "
53-4	Fastener, Windshield Outside Moulding	12	J					" " " "
53-5	Moulding, Windshd, Outside UPW	1	0			1.53		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan DOLLAR</u>	<u>U.S. DOLLAR</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
53-6	Moulding, Windshd, Outside RH	1	0				1.12	C.E.C.
53-7	Moulding, Windshd, Outside LH	1	0				1.12	C.E.C.
53-8	Cover, Windshd Moulding Joint UPR RH	1	0				.12	C.E.C.
53-9	Cover, Windshd Moulding Joint UPR LH	1	0				.12	C.E.C.
	CLIP AND FASTENER			1.80				
54-1	Carrier Assy, Spare Wheel	1	U.S.		.40			C.E.C.
	HOOK, TRANSPORT, P.L.	2	J	1.50				
55-1	Reinforcement Assy, Instrument Panel	1	U.S.		12.76			CHEVROLET
55-2	Brace, Instrument Panel No. 1	1	J	INC. BELOW				
55-3	Brace Sub-Assy, Instrument Panel, No. 2	1	J	.88				
55-4	Bracket, Glove Comp Door Lock Mounting	1	J	INC. BELOW				
55-5	Pad Sub-Assy, Instrument Panel Safety	1	0				23.06	INLAND
55-6	Panel Sub-Assy, Instr Cluster Finish	1	U.S.		5.23			KUSAN
55-7	Cushion, Instr Cluster Finish Panel	3	J	INC. BELOW				
55-8	Panel, Instr Cluster Finish, CTR	1	0				1.16	
	BRACE, BRACKET CUSHION AND RETAINER			.88				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>	
55-9	Panel, Instrument Panel Finish, LWR LH	1	0			3.52			
55-10	Panel, Instr Panel Finish, LWR CTR	1	0			2.04			
55-11	Panel, Instr Cluster Finish End	1	0			.79			
55-12	Panel, Instr Panel Speaker No.1	1	0				.36	C.E.C.	
55-13	Panel, Instr Panel Speaker No.2	1	0				1.12	C.E.C.	
55-14	Bracket, Speaker Mounting, No.1	1	0				.69	C.E.C.	
55-15	Panel, Instr Panel Finish	1	0			.44			
55-16	Retainer, Instr Panel Finish Panel, No. 3	1	J	JAPAN - OTHER SMALL PARTS					
56-17	Bezel, Cigar Lighter Hole	1	J	INC. ON NEXT PAGE					
56-18	Cover, Radio Tuner Opening	1	0				.29	C.E.C.	
56-19	Cover, Stereo Opening	1	0				.47	C.E.C.	
56-20	Cover, Instrument Panel Hole	1	J	INC. ON NEXT PAGE					
56-21	Cap, Door Armrest, No. 2	1	J	"	"	"	"		
56-22	Cover, Auto-Drive Opening	1	J	"	"	"	"		
56-23	Cover, Auto Clock Hole	1	J	"	"	"	"		
56-24	Garnish, Instr Cstr Finish Panel, No. 1	1	J	"	"	"	"		
56-25	Garnish, Instr Cstr Finish Panel, No. 2	1	J	"	"	"	"		
56-26	Cover, Spare Switch Hole	1	J	"	"	"	"		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN CLOSED</u>	<u>U.S. CLOSED</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
56-27	Cover, Spare Switch Hole	1	J	INC. BELOW				
56-28	Door Assy, Glove Compartment	1	0			4.99		
56-29	Reinforcement, Glove Comp Door	1	J	.65				
56-30	Register Assy, Instr Panel, No.1	1	U.S.		.85			C.E.C.
56-31	Register Assy, Instr Panel, No.2	1	U.S.		.15			
56-32	Register Assy, Instr Panel, No.3	3	0			1.95		
56-	Lock Assy, Glove Comp Dr	1	0				.53	C.E.C.
56-	Striker, Glove Comp Dr Lock	1	0				.06	C.E.C.
	BELT COVER CAP AND GARNISH			1.54				
57-1	Duct Sub-Assy, Heater to Register, No. 1	1	0				.88	KASAW
57-2	Duct Sub-Assy, Heater to Register, No. 2	1	0				1.03	C.E.C.
57-3	Duct Sub-Assy, Heater to Register, No. 3	1	0				.50	C.E.C.
57-4	Duct Sub-Assy, Heater to Register, No. 4	1	0			2.89		
58-1	Carpet Assy, Floor, Fr	1	U.S.		11.44			O/S
58-	Pad, Heel	1	U.S.	INC. IN CARPET ASSY. ABOVE				
58-2	Carpet Assy, Floor, RR	1	U.S.		11.06			O/S
58-	Cover, Floor Carpet	2	U.S.	INC. IN CARPET ASSY. ABOVE				
58-	Cover, Floor Carpet	2	U.S.	"	"	"	"	"

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan COVER	U.S. COVER	Japan OPEN	U.S. OPEN	SOURCE
59-	Sheet, FR Floor Silencer, No.1	1	U.S.		.99			O/S
59-	Sheet, FR Floor Silencer, No.2	1	U.S.		.99			O/S
59-	Sheet, FR Floor Silencer, No.3	2	U.S.		.99			O/S
59-	Sheet, RR Floor Silencer	2	U.S.		.59			O/S
60-1	Box, Console, FR	1	0			.43		
60-2	Box, Sub-Assy, Console, RR	1	0				5.71	CHEVROLET
60-3	Bracket, Console Box Mounting No. 3	1	J	.24				
60-4	Cover Sub-Assy, Shifting Hole	1	0				.92	C.C.C.
61-1	Seal, Quarter Vent Duct, No. 1	4	J	.38				
61-2	Moulding, Quarter Window No.2 Glass, RH	1	0			9.56		
61-3	Moulding, Quarter Window No.2 Glass, LH	1	0			9.56		
62-1	Glass, Quarter Window, RH	1	U.S.		3.14			LIBBY-OWENS
62-2	Glass, Quarter Window, LH	1	U.S.		3.14			LIBBY-OWENS
62-3	Weatherstrip, RR Dr Qtr Window RH	1	0	}	COVERED BY 43-10 & 43-11			
62-4	Weatherstrip, RR Dr Qtr Window LH	1	0					

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Smaller</u>	<u>U.S. Smaller</u>	<u>Japan Open</u>	<u>U.S. Open</u>	<u>Source</u>
63-1	Trim Sub-Assy, Cowl Side, Rh	1	U.S.		1.16			FISHER BODY
63-2	Trim Sub-Assy, Cowl Side, LH	1	U.S.		1.14			FISHER BODY
63-3	Cover, Cowl Side Trim Service Hole	1	U.S.		.22			C.E.C.
63-4	Garnish, FR Pillar, RH	1	U.S.		.67			C.E.C.
63-5	Garnish, FR Pillar, LH	1	U.S.		.67			C.E.C.
63-6	Trim, FR Door Opening	2	U.S.		1.06			C.E.C.
63-7	Trim, RR Door Opening	2	U.S.		2.72			C.E.C.
63-8	Garnish, CTR Pillar, UPR RH	1	U.S.		.77			FISHER BODY
63-9	Garnish, CTR Pillar, UPR LH	1	U.S.		.77			FISHER BODY
63-10	Garnish, CTR Pillar, LVR RH	1	U.S.		1.39			
63-11	Garnish, CTR Pillar, LVR LH	1	U.S.		1.39			
63-12	Garnish Sub-Assy, Roof Side, Inner RH	1	U.S.		1.35			FISHER BODY
63-13	Garnish Sub-Assy, Roof Side, Inner LH	1	U.S.		1.35			FISHER BODY
63-14	Protector, Rocker Panel, Inner FR RH	1	U.S.		.46			FISHER BODY
63-15	Protector, Rocker Panel, Inner RR RH	1	U.S.		.34			FISHER BODY
63-16	Protector, Rocker Panel, Inner FR LH	1	U.S.		.46			FISHER BODY
63-17	Protector, Rocker Panel, Inner RR LH	1	U.S.		.34			FISHER BODY
63-18	Cover Assy, Qtr Wheel House, RH	1	U.S.		.56			O/S
63-19	Cover Assy, Qtr Wheel House, LH	1	U.S.		.56			O/S
63-	Garnish, Roof Side Rail, FR RH	1	U.S.		.57			C.E.C.

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./	Japan	U.S.	Japan	U.S.	SOURCE
			Open	SOURCE	SOURCE	OPEN	OPEN	
63-	Garnish, Roof Side Rail, FR LH	1	U.S.		.57			C.E.C.
63-	Plate, FR Door Scuff	2	U.S.		1.49			C.E.C.
63-	Plate, RR Door Scuff	2	U.S.		1.07			C.E.C.
64-1	Headlining Assy, Roof	1	U.S.		12.60			VAN DRESSER
64-2	Pad, Roof Silencer, No. 1	1	U.S.		1.38			C.E.C.
64-3	Pad, Roof Silencer, No. 2	1	U.S.		1.08			C.E.C.
64-4	Retainer, Roof Headlining Trim FR	1	J	.51				
64-5	Trim, Roof Headlining, FR	1	U.S.		.73			FISHER BODY
65-1	Panel Assy, Package Tray Trim	1	U.S.		8.79			FISHER BODY
65-2	Retainer, Package Tray Trim	5	U.S.		.11			C.E.C.
65-3	Garnish, Package Tray Trim, RH	1	U.S.		.30			C.E.C.
65-4	Garnish, Package Tray Trim, LH	1	U.S.		.30			C.E.C.
65-5	Clip	2	U.S.		.05			C.E.C.
65-6	Mat Sub-Assy, Luggage Comp. Flr	1	U.S.		4.25			C.E.C.
66-	Seat Set	1			61.20			O/S
66-	Seat Assy, FR RH	1		INC IN SEAT SET ABOVE				
-66-1	Adjuster Sub-Assy, FR Seat, Outer RH	1	0				0.88	

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>	
66-2	Adjuster Sub-Assy, FR Seat, Inner RH	1	0			8.14			
66-3	Wire Sub-Assy, Seat Track Equalizing	1	0				.04	o/s	
66-4	Pipe Sub-Assy, Reclining Connecting	1	0				.56	o/s	
66-5	Handle, Reclining Adjuster Release, RH	1	0			.08			
66-6	Shield, FR Seat Cushion, RH	1	0				.56	o/s	
66-7	Shield, FR Seat Cushion, Inner RH	1	0				.56	o/s	
66-8	Headrest Assy, FR Seat	1	U.S.	INC IN SEAT SET PREVIOUS PAGE					
66-9	Support Assy, FR Seat Headrest	1	U.S.	"	"	"	"	"	
66-10	Support, FR Seat Headrest, RH	1	U.S.	"	"	"	"	"	
66-11	Cushion Assy, FR Seat	1	U.S.	"	"	"	"	"	
66-12	Back Assy, FR Seat, RH	1	U.S.	"	"	"	"	"	
67-	Seat Assy, FR LH	1			61.20			o/s	
67-13	Adjuster Sub-Assy, FR Seat, Outer LH	1	0			8.88			
67-14	Adjuster Sub-Assy, FR Seat, Inner LH	1	0			8.14			
67-15	Wire Sub-Assy, Seat Track Equalizing	1	0				.04	o/s	
67-16	Pipe Sub-Assy, Reclin Connecting	1	0				.56	o/s	
67-17	Handle, Reclining Adjuster Release, LH	1	0			.08			
67-18	Shield, FR Seat Cushion, LH	1	0				.56	o/s	
67-19	Shield, FR Seat Cushion, Inner LH	1	0				.56	o/s	

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JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCE</u>	<u>U.S. SOURCE</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>	
67-20	Headrest Assy, FR Seat	1	U.S.	INC	IN SEAT ASSY.	COIT	PREVIOUS PAGE		
67-21	Support Assy, FR Seat Headrest	1	U.S.	"	"	"	"	"	
67-22	Support, FR Seat Headrest, RH	1	U.S.	"	"	"	"	"	
67-23	Cushion Assy, FR Seat	1	U.S.	"	"	"	"	"	
67-24	Back Assy, FR Seat, LH	1	U.S.	"	"	"	"	"	
68-25	Cushion Assy, RR Seat	1	U.S.		27.75			O/S	
68-26	Back Assy, RR Seat	1	U.S.		18.89			O/S	
69-	Belt Assy, FR Seat 3 Point Type, RH	1	0				9.61	O/S	
69-1	Belt Assy, FR Seat, Outer RH	1		INC. IN BELT ASSY. ABOVE					
69-2	Belt Assy, FR Seat, Inner RH	1		" " " " "					
69-3	Cap, Seat Belt Anchor Cover	2	0				.11	C.E.C.	
69-	Belt Assy, FR Seat 3 Point Type LH	1	0				10.27	O/S	
69-4	Belt Assy, FR Seat, Outer LH	1		INC. IN BELT ASSY. ABOVE					
69-5	Belt Assy, FR Seat, Inner LH	1		" " " " "					
69-6	Belt Assy, RR Seat Lap Type, RH	1	0				5.45	O/S	
69-7	Belt Assy, RR Seat Lap Type, LH	1	0				5.45	O/S	
69-8	Belt Assy, RR Seat Lap Type, CTR W/Inner	1	0				3.64	O/S	

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SMTKED</u>	<u>U.S. SMTKED</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
70-1	Armrest Assy, Door	4	U.S.		6.46			C.E.C.
70-2	Visor Assy, RH	1	U.S.		1.12			C.E.C.
70-3	Holder, Visor	2	U.S.		.11			C.E.C.
70-4	Visor, Assy, LH	1	U.S.		1.12			C.E.C.
70-5	Grip Assy, Assist	3	U.S.		3.98			C.E.C.
70-6	Plug, Assist Grip	6	U.S.		.31			C.E.C.
71-1	Box Sub-Assy, FR Ash Receptacle	1	0			1.73		
72-1	Rod Assy, Accelerator Pedal	1	0			1.54		
72-2	Cable Assy, Accelerator Control	1	0			2.84		
72-3	Bracket, Accelerator Control Cable	1	J	.54				
73-1	Headlamp Assy, RH	1	0			14.67		
73-2	Headlamp Assy, LH Memo: Halogen High Beam	1	0			14.89		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SOURCE</u>	<u>U.S. SOURCE</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
74-1	Lamp Assy, FR Turn Signal, RH	1	0			2.36		
74-2	Lamp Assy, FR Turn Signal, LH	1	0			2.36		
							6	
75-1	Lamp Assy, Clearance, RH	1	0				2.90	GUIDE
75-2	Lamp Assy, Clearance, LH	1	0				2.90	GUIDE
76-1	Lamp Assy, RR Combination, RH	1	0				11.00	GUIDE
76-2	Lamp Assy, RR Combination, LH	1	0				11.00	GUIDE
77-1	Lamp Assy, License Plate	2	0			3.40		
78-1	Lamp Assy, Side Marker, RR RH	1	0			1.28		
78-2	Lamp Assy, Side Marker, RR LH	1	0			1.28		
	FLASHER ASSY. TURN SIGNAL	1	J	3.13				
79-1	Lamp Assy, Dome	1	0			1.43		

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN SOURCES</u>	<u>U.S. SOURCES</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
80-1	Motor Assy, Wiper	1	0				9.79	DELCO PRODUCTS
80-2	Link Assy, Wiper	1	0			3.44		
80-3	Arm & Blade Assy, Wiper, RH	1	0			3.52		
80-4	Arm & Blade Assy, Wiper, LH	1	0			3.47		
80-5	Nut, Cap	2	J	.26				
81-1	Jar & Pump Assy, Washer	1	0				2.74	DELCO PRODUCTS
81-2	Hose Assy, Washer	1	0				.23	C.E.C.
81-3	Holder Washer Nozzle	2	0			.10		
81-4	Nozzle Sub-Assy, Washer	2	0				.12	C.E.C.
82-1	Horn Assy, Low Pitched	1	U.S.		2.49			DELCO Remy
83-1	Mirror Assy, Inner RR View	1	U.S.		3.93			GUIDE
83-2	Cover, Inner Mirror Stay	1	U.S.		.12			C.E.C.
83-3	Mirror Assy, Outer RR View LH	1	0			4.81		DOMINION AUTO

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Source</u>	<u>U.S. Source</u>	<u>Japan Qty</u>	<u>U.S. Qty</u>	<u>Source</u>
84-1	Battery	1	U.S.		24.07			DELCO REMY
84-2	Terminal Assy, Battery Positive	1	U.S.		.98			PACKARD ELECTRIC
84-3	Cable, Battery to Ground	1	U.S.		1.26			PACKARD ELECTRIC
	WIRE, ENGINE NO. 3	1	J	1.52				
	RELAY ASSY. CHARGE LAMP	1	J	1.67				
85-1	Wire, Engine Room Main	1	0				17.47	PACKARD ELECTRIC
85-2	Wire, Engine	1	0				22.92	PACKARD ELECTRIC
85-3	Wire, Cowl	1	0				39.20	PACKARD ELECTRIC
85-4	Wire, Floor	1	0			LLB		
85-5	Wire, Floor, No.2	1	0				1.49	PACKARD ELECTRIC
85-6	Wire, Roof	1	0				1.24	PACKARD ELECTRIC
85-9	Wire, Luggage Room	1	0				.94	
85-10	Cap, Terminal	1	0				.11	
86-1	Meter Assy, Combination	1	0					
86-2	Gage Assy, Fuel Sender	1	}				26.59	
86-3	Gage Assy, Water Temp Sender	1						
86-5	Cable Assy, Speedometer Drive	1		0				1.10

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>JAPAN COUNTRIES</u>	<u>U.S. COUNTRIES</u>	<u>JAPAN OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
87-1	Switch, Temperature	1	0				1.53	C.E.C.
87-2	Switch Assy, Oil Pressure	1	0			.56		
87-3	Sensor, Oxygen	1	J	INC. IN ENGINE COST				
87-4	Gasket, Oxygen Sensor	1	J	"	"	"	"	
87-A	Switch Assy, Back-Up Lamp	1	0			1.73		
87-5	Switch, Vacuum	1	0			2.32		
87-6	Switch, Vacuum	1	0			2.32		
87-7	Block Assy, Relay	1	0	INCLUDED IN 85-1.				
87-8	Cover, Relay Block	1	0				.45	C.E.C.
	RELAY	1	J	.84				
88-9	Computer, Emission Control	1	J	31.48				
88-10	Bracket, Fuel Inject Computer	1	J	1.00				
88-11	Rheostat, Light Control	1	0			1.65		
88-15	Lighter Assy, Cigarette	1	0			1.56		
88-16	Switch Assy, Turn Signal	1	0			9.97		
88-17	Plate, Switch	1	J	.31				
88-19	Plate, Stop Lamp	1	0			.31		
88-21	Switch, Courtesy Lamp (Fr. Dr.)	2	0				.74	C.E.C.
88-22	Cushion, Courtesy Switch	2	0			.18		
88-23	Switch, Courtesy Lamp (Fr. Dr.)	2	0				.74	C.E.C.
88-24	Cushion, Courtesy Switch	2	0			.18		
88-	Relay, Seat Belt Warning	1	0			4.39		
	RELAY	2	J	1.31				
	RELAY, HEATER FLOWER	1	J	1.17				
	RELAY	1	J	.68				
	SWITCH, BUCKLE	1	J	.71				
	COVER	1	J	.56				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan SOURCE</u>	<u>U.S. SOURCE</u>	<u>Japan OPEN</u>	<u>U.S. OPEN</u>	<u>SOURCE</u>
89-	Heater & Accessory Assy	1	0					
89-1	Radiator Assy, Heater	1	}					
89-2	Blower Assy	1						
89-3	Duct Sub-Assy, Air	1						
89-4	Duct Sub-Assy, Air	1				45.60		
89-5	Hose & Valve Assy	1						
89-6	Hose, Water	1						
89-7	Hose, Water	1						
89-8	Clamp, Hose	5						
89-9	Grommet	2						
89-10	Clamp	1						
89-	Control & Accessory, Heater	1	0					
89-11	Control Assy, Heater	1	}					
89-12	Seat, Heater Control Waze	1						
89-13	Switch, Heater Blower	1						
89-14	Cable Sub-Assy, Blower Duct Control	1				7.80		
89-15	Cable Sub-Assy, Water Valve Control	1						
89-16	Cable Sub-Assy, Air Inlet Damper Control	1						
89-17	Cable Sub-Assy, Air Mix Damper Control	1						
89-18	Knob Sub-Assy, Control OTHER PARTS (BOLT, NUTS, WASHERS, ETC.) JACK ASSEMBLY	4	0	40.13		.40	9.00	
<b>TOTAL</b>					<u>1972.95</u>	<u>658.99</u>	<u>817.02</u>	<u>458.01</u>

METAL STAMPINGS TECHNICAL INFORMATION  
36 MAJOR PANELS PRODUCED IN THE JOINT VENTURE STAMPING PLANT

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG.NO						
30	1	PANEL, HOOD	(AS35RB)	0.8	1450 x 1210	1	7.67
	1	PANEL, HOOD INNER	SPCC	0.65	1450 x 1230	1	5.17
	6	PANEL, FRONT FENDER RH	(ASP 2)	0.7	1325 x 730	1	4.07
	7	PANEL, FRONT FENDER LH	do.	do.	do.	do.	4.07
32	2	PANEL, DASH	SPCC	0.8	1450 x 860	1	4.26
33	1	MEMBER, FRONT SIDE RH	(ASP 1)	1.6	1000 x 1010	2	4.67
	2	MEMBER, FRONT SIDE LH	do.	do.	do.	do.	4.67
	3	MEMBER, RR FLOOR SIDE FRONT RH	SAPH45	2.0	1000 x 592	2	2.98
	4	MEMBER, RR FLOOR SIDE FRONT LH	do.	do.	do.	do.	2.98
	3	MEMBER, RR FLOOR SIDE REAR RH	SAPH45	1.2	675 x 480	2	1.02
	4	MEMBER, RR FLOOR SIDE REAR LH	do.	do.	do.	do.	1.02
34	4	PANEL, COWL TOP OUTER	SPCC	0.7	900 x 1560	2	2.21
	4	PANEL, COWL TOP INNER	(SPMY)	0.7	1000 x 1650	2	2.65
35	7	PAN, FRONT FLOOR	SPCC	0.75	1450 x 1370	1	6.36

Note: T = Plate Thickness

NP = Number of Products taken out of the material

METAL STAMPINGS TECHNICAL INFORMATION  
36 MAJOR PANELS PRODUCED IN THE JOINT VENTURE STAMPING PLANT

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG.NO						
35	11	PAN, REAR FLOOR	(SPMY)	0.7	1450 x 1800	1	8.35
36	15	PANEL, ROCKER OUTER RH	(ASP 1)	1.0	1050 x 1830	3	3.81
	16	PAENL, ROCKER OUTER LH	do.	do.	do.	do.	3.81
	17	PANEL, QUARTER RH	(ASP 2)	0.75	1450 x 2100	2	6.80
	18	PANEL, QUARTER LH	(ASP 3)	0.75	1450 x 2100	2	6.80
38	1	PANEL, ROOF	SPCC	0.85	1275 x 1585	1	7.56
39	1	PANEL, LUGGAGE COMPARTMENT OUTER	(SAFC35 RB)	0.75	1450 x 1000	1	4.90
	1	PANEL, LUGGAGE COMPARTMENT INNER	(SPMY)	0.7	1500 x 1000	1	4.80
40	1	PANEL, FRONT DOOR INSIDE RH	SPCC	0.7	700 x 1160	1	2.54
	2	PANEL, FRONT DOOR INSIDE LH	do.	do.	do.	do.	2.54
	1	BEAM, FR DOOR SIDE IMPACT PROTECTION	APFC60	1.4	975 x 450	1	2.91
	2	do.	do.	do.	do.	do.	2.91
	1	PANEL, FRONT DOOR OUTSIDE RH	(AS35RB)	0.7	675 x 1090	1	2.71
	2	PANEL, FRONT DOOR OUTSIDE LH	do.	do.	do.	do.	2.71

Note: T = Plate Thickness  
NP = Number of Products taken out of the material

METAL STAMPINGS TECHNICAL INFORMATION  
36 MAJOR PANELS PRODUCED IN THE JOINT VENTURE STAMPING PLANT

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG. NO.						
43	1	PANEL, RR DOOR INSIDE RH	SPCC	0.7	725 x 1050	1	2.43
	2	PANEL, RR DOOR INSIDE LH	do.	do.	do.	do.	2.43
	1	BEAM, RR DOOR SIDE IMPACT PROTECTION	APFC60	1.2	980 x 691	2	1.92
	2	do.	do.	do.	do.	do.	1.92
	1	PANEL RR DOOR OUTSIDE RH	(AS3SRB)	0.7	700 x 962	1	2.54
	2	do.	do.	do.	do.	do.	2.54
48	2	TANK, FUEL, UPPER	(TMY)	0.8	825 x 930	1	3.31
	2	TANK, FUEL, POWER	do.	1.0	700 x 940	1	3.55
Total							137.59

Note: T = Plate Thickness

NP = Number of Products taken out of the material

Page	Fig. No.	Sub-Assy	Main Part Name (Total : 36 Parts)	Other Parts
30	1	Hood Sub-Assy	Panel, Hood Panel, Hood Inner	Hook Sub-Assy, Hood Lock  Other Small Parts
	6	Fender Sub-Assy, FR RH	Panel, FR Fender RH	Extension FR Fender RR R/F RH  Other Small Parts
	7	Fender Sub-Assy, FR LH	Panel, FR Fender LH	Extension FR Fender RR R/F LH  Other Small Parts
32	2	Panel Sub-Assy, Dash	Panel, Dash	Sheet Dash Panel Insulator, No.1  Other Small Parts
33	1	Member Sub-Assy, FR Side RH	Member, FR Side RH	Plate FR Side Member FR RH  Plate FR Side Member RR RH  Brace Lwr Arm Bracket RH,  Reinforcement FR Side Member No.2 RH  Other Small Parts
	2	Member Sub-Assy, FR Side LH	Member, FR Side LH	Support Battery Carrier  Plate FR Side Member FR LH  Plate FR Side Member RR LH  Brace Lwr Arm Bracket LH  Reinforcement FR Side Member No.2 LH  Other Small Parts

Page	Fig. No.	Sub-Assy	Main Part Name	Other Parts
33	3	Member Sub-Assy, RR Floor Side RH	Member, RR Floor Side, FR RH	Bracket RR Strut Bar RH
			Member, RR Floor Side RR RH	Reinforcement Belt Anchor No.1 RH
				Other Small Parts
	4	Member Sub-Assy, RR Floor Side LH	Member, RR Floor Side, FR LH	Bracket RR Strut Bar LH
			Member, RR Floor Side, RR LH	Reinforcement Belt Anchor No.1 LH
				Other Small Parts
34	4	Panel Assy, Cowl Top	Panel, Cowl Top Outer	Stopper Sub-Assy, Hood, RH
			Panel, Cowl Top Inner	Reinforcement Sub-Assy, Hood Lock MT
				Panel, Cowl Top Side RH
				Panel, Cowl Top Side Inner RH
				Panel, Cowl Top Side LH
				Panel, Cowl Top Side Inner LH
				Other Small Parts
35	7	Pan, FR Floor		
	11	Pan Sub-Assy, RR Floor	Pan, RR Floor	Extension RR Floor Pan RH
				Extension RR Floor Pan LH
				Other Small Parts

Page	Fig No.	Sub-Assy	Main Part Name	Other Parts
36	15	Panel Sub-Assy, Rocker, Outer RH	Panel, Rocker, Outer RH	Reinforcement Rocker Panel RH  Other Small Parts
	16	Panel Sub-Assy, Rocker, Outer LH	Panel, Rocker, Outer LH	Reinforcement Rocker Panel LH  Other Small Parts
	17	Panel Sub-Assy, Quarter RH	Panel, Quarter RH	Duct Sub-Assy, Quarter Vent RH  Support RR Bumper Side RH  Other Small Parts
	18	Panel Sub-Assy, Quarter LH	Panel, Quarter LH	Duct Sub-Assy, Quarter Vent LH  Support RR Bumper Side LH  Other Small Parts
38	1	Panel Sub-Assy, Roof	Panel, Roof	Panel Windshield Header Inner  Frame Back Window Up  Other Small Parts
39	1	Panel Sub-Assy, Luggage Compartment, Door	Panel, Luggage Compartment, Door Outer  Panel, Luggage Compartment, Door Inner	Reinforcement Luggage Compartment Door  Other Small Parts
40	1	Panel Sub-Assy, FR Door RH	Panel, FR Door, Inside RH  Beam, FR Door Side Impact Protection  Panel, FR Door, Outside RH	Frame Sub-Assy, FR Door Window RH  Panel FR Door Hinge Side RH  Other Small Parts

Page	Fig. No.	Sub-Assy	Main Part Name	Other Parts
40	2	Panel Sub-Assy, FR Door LH	Panel, FR Door Inside LH  Beam, FR Door Side-Impact Protection  Panel, FR Door Outside LH	Frame Sub-Assy, FR Door Window LH  Panel FR Door Hinge Side LH  Other Small Parts
43	1	Panel Sub-Assy, RR Door RH	Panel, RR Door Inside RH  Beam RR Door Side-Impact Protection RH  Panel, RR Door Outside RH	Frame Sub-Assy, RR Door Window RH  Panel RR Door Hinge Side RH  Other Small Parts
	2	Panel Sub-Assy, RR Door LH	Panel, RR Door Inside LH  Beam, RR Door Side-Impact Protection LH  Panel, RR Door Outside LH	Frame Sub-Assy, RR Door Window LH  Panel RR Door Hinge Side LH  Other Small Parts
48	2	Tank Sub-Assy, Fuel	Tank, Fuel Upr  Tank, Fuel Lwr	Tube Sub-Assy, Fuel Tank Breather  Retainer Fuel Gage  Other Small Parts
		Total	\$120	

Paint Cost and Indirect Materials Cost

(specifiable utilization rate for a vehicle)

		Cost per vehicle	
		Toyota	GM
<u>PAINTING MATERIALS</u>			
PHOSPHATE	(1) DEGREASING	.22	
	(2) PHOSPHATE	.68	
PRIMER	(1) ELPO(ED)	8.35	
	(2) SOLVENT(thinner)		
MID COAT	(1) PRIMER-SURFACER	3.23	
	(2) SOLVENT(thinner)	1.38	
TOP COAT	(1) 50% HI-SOLID ENAMEL (note 1)	30.64	
(color:red)	(2) SOLVENT(thinner)		
CHIP RESISTANT COATING	(1) VINYL CHLORIDE PLASTISOL (underfloor, wheel-house)	.80	
	(2) POLYESTER RESIN COATING MATERIAL (rocker panel)		
		<hr/> 45.30	<hr/> 60.29
<u>INDIRECT MATERIALS (ASSEMBLY)</u>			
GASOLINE		1.80	
ENGINE OIL (10W-30-SEQ)		2.22	
TRANSMISSION OIL (JWS 2318)		1.53	20.02
LLC 50%		2.19	
BRAKE FLUID		.52	
SEALER		7.00	
Total		<hr/> <hr/> 60.56	<hr/> <hr/> 80.31

note 1 : Unit prices for the paint samples which Mr. Nakai asked you on July 18 to send to his office

Average  
\$70.44

## MANNING &amp; LABOR COST ESTIMATION

payroll related (incl. overtime) &amp; benefits

		Manpower		Ave. Hrly. Rate (monthly slry.)	Hrs./yr.	
		(T)	(G)			
DIRECT	HOURLY	Manufacturing Dept.		\$18.71	1,880 <sup>hs</sup>	
		Workers: Stamping	80			
		Body	480			
		Painting	340			
		Assembly	820			
		Transportation:				
		Stamping	10			
		Body	100			
		Painting	-			
		Assembly	224			
		Inspection:				
		Stamping	6			
Body	40					
Painting	12					
Assembly	90					
Maintenance:						
Stamping	50					
Body	100					
Painting	56					
Assembly	34					
INDIRECT	SALARY	Inspection Dept.	50			
		Power Plant & Facility Maintenance	90			
		HOURLY TOTAL	2,582			
		Manager & Supervisor	20		(\$4,010)	/
Manufacturing Dept.	62					
Inspection Dept.	30					
Administration (A)	106					
Administration (B)	200					
	SALARY TOTAL	418				
	GRAND TOTAL	3,000				

CONTENTS: Administration (A)..... Safety & Health, Scheduling, Quality Control, Material (Mfg. related)  
Administration (B)..... Personnel, Financial, Purchasing, Data Processing, Car Distribution & Scheduling, Public Information, etc.  
Inspection Dept. .... Engineering, Inspection & Audit  
Manpower of (T)..... Estimated manpower based on the proposed data which Mr. Nakai had handed to your production team on August 4 and 5.

REQUEST FOR DATA OFFERING OF FACILITY OPERATION COST

For the purpose of cost estimation of a JV vehicle, please sum up all, (but labor cost, depreciation expense, tax and insurance), of the facility operation cost of the Fremont plant.

If you have any items which you can hardly classify them to any of Energy, Indirect nor Maintenance cost, please add them up to the column of "OTHERS" with identifying its names.

PREMISES

PLANT: Fremont

PRODUCTION VOLUME: 200,000 JOBS/YEAR

PRODUCT: TVX

DATA: Estimated data of Fremont plant in annual base

CONTENTS OF EACH COST: Refer to the following

COST ELEMENTS	PROCESS	CONTENTS
ENERGY COST	Stamping Body Painting Assembly	electricity, natural gas, water
INDIRECT MATERIAL COST	Stamping  Body  Painting  Assembly	processing oil, detergent oil, lubricating oil, hydraulic oil, gloves, assembly tools(consumable), etc. welding electrode tip, welding rod, welding wire, solder, adhesive, carbon dioxide, argon gas, gloves, etc. butan gas, kerosine, cleaning thinner, chemicals, maintenance expense for hangers, etc. adhesive, gloves, assembly tools'(consumable), etc.
MAINTENANCE COST	Stamping Body Painting Assembly	expense for periodic inspection, preventive maintenance, overhaul (1) payment for subcontract workers (2) facility parts cost, if jobs are done by company workers
OTHERS		

- Please do not include materials such as PAINT, GASOLINE, ENGINE OIL, etc. which we had already asked you to offer.

## FACILITY OPERATION COSTS

	<u>Stamping</u>	<u>Assembly</u>	<u>Total</u>		
	<u>\$/Per Unit</u>				
<u>Utility Costs</u>					
Electricity		20			
Gas		17		Fix-	Varri-
Water		6		ed	able
Other					
Total Utilities	<u>3.84</u>	<u>43</u>	<u>46.84</u>	<u>5</u>	<u>38</u>
<u>Indirect Material</u>					
Supplies	0.80	} 12	} 12.96	-	12
Expense Tools	0.16				
Maintenance	2.28	30	32.28	3	27
Scrap	<u>1.41</u>	<u>12</u>	<u>13.41</u>		<u>12</u>
Total Indirect Material	<u>4.65</u>	<u>54</u>	<u>58.65</u>	<u>3</u>	<u>51</u>
<u>Other</u>					
Housekeeping	2.18	23		2	21
Data Processing	0.27	21		21	
Taxes					
Insurance	} 9.00	} 18	27	18	
Other					
Total Other	<u>11.45</u>	<u>62</u>	<u>73.45</u>	<u>41</u>	<u>21</u>
<b>TOTAL</b>	<u><u>19.94</u></u>	<u><u>159</u></u>	<u><u>178.94</u></u>	<u>49</u>	<u>110</u>
Excl. Taxes, Insurance, Other (178.94 - 27)			151.94	159	

INVESTMENT IN THE JOINT VENTURE PLANT (FOR THE DEPRECIATION COST ESTIMATION)

The following investments are the result of our last discussion on August 4, 1961

	STAMPING		BODY		PAINTING		ASSEMBLY		TOTAL	
	INVEST.	UL. YR.	INVEST.	UL. YR.	INVEST.	UL. YR.	INVEST.	UL. YR.	INVEST.	DEP. COST /VEHICLE
BUILDING	\$1,000	30	\$1,000	30	\$1,000	30	\$1,000	30	\$1,000	\$ 5.51
ATTACHED STRUCTURE (note 1)	9,876	15							9,876	3.29
MACHINES	64,476	7	62,429	8	46,133	8	19,005	8	192,043	125.77
TOOLS (note 2)	15,120	4	41,804	4	52.26				56,924	71.16
TOTAL	122,529		104,233		46,133		19,005		291,900	205.73

note 1 ..... utilities, cranes, scrap-system  
 note 2 ..... (stamping) die, checking fixtures, try-out  
 (body) multi-spot, small-sub-assembly-line, checking fixtures, try-out  
 \* UL stands for USEFUL LIFE.

INDEX

The ten best-selling models among the sub-compacts will be the models which constitute the market-basket index. The models shall be revised at the start of every model year on the basis of model volume in the U.S.A, using the latest R. L. Polk registration data for the previous 12 months.

For reference, the ten best-selling models in 1982 were as follows:

Chevrolet Cavalier	Mercury Lynx
Chevrolet Chevette	Nissan Sentra
Ford Escort	Subaru DL
Honda Accord	Toyota Corolla
Honda Civic	Volkswagen Rabbit

The "Index" shall be the weighted average rate of wholesale price fluctuations of these models from the prior model year to the current model year, weighting the Toyota Corolla at 30% versus 70% for all other comparable models combined without regard of model volumes in the U.S.A.

For this purpose, the wholesale price shall be adjusted by eliminating the value of equipment changes and product improvements in comparison with the previous year's models. To this end, the JV Company will evaluate and determine the value of equipment changes and product improvements, taking into account the opinions of Toyota and GM.

When competitive models are replaced by new models, or additional competitive models are brought in, neither the old model nor the new or additional model will be included in the calculation of the Index for the model year when such model changes take place. It will, however, be included in the calculation of the Index for subsequent model years.

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AMENDMENT  
TO  
VEHICLE SUPPLY AGREEMENT

by and among

NEW UNITED MOTOR MANUFACTURING, INC.,

GENERAL MOTORS CORPORATION

and

TOYOTA MOTOR CORPORATION

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AMENDMENT  
TO  
VEHICLE SUPPLY AGREEMENT

This Amendment is entered into this 31st day of March, 1986 among New United Motor Manufacturing, Inc. ("JV Company"), General Motors Corporation ("GM") and Toyota Motor Corporation ("Toyota").

WHEREAS, the parties executed the Vehicle Supply Agreement on February 21, 1984; and

WHEREAS, the parties now wish to make the appropriate amendments to the Vehicle Supply Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1, Addition in Section 4.1: The following sub-section shall be and is hereby added in Section 4.1 of the Vehicle Supply Agreement:

"(d) The provisions of this Section 4.1 and any individual sales contract made under Section 4.2 hereof shall be subject to and within the limitation of the relevant provisions of the Agreement on Manufacture of Toyota-Specific Vehicles, dated March 31, 1986, among the parties hereto."

2. Amendment to Section 4.4: Section 4.4 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.4. Delivery of Products: The Products shall be delivered to GM by the physical delivery of the same outside the Foreign Trade Subzone of the JV Company."

3. Amendment to Section 4.5: Section 4.5 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.5. Acceptance of Products: (a) GM shall, immediately after tendering of the Products by the JV Company, conduct visual and operational inspections in the Foreign Trade Subzone of the JV Company to determine whether the Products conform to the applicable specifications and inspection standards as separately agreed upon by the parties pursuant to Section 3.4 hereof.

(b) GM shall accept all the Products which shall have passed said inspections. GM shall provide a written notice in a form designated by the JV Company for those Products which shall have failed said inspection. This written notice shall specify the reason for such failure in reasonable detail. These Products shall be repaired by the JV Company at no charge to GM.

(c) The Products which have passed said inspections and have been moved to a point outside the Foreign Trade Subzone through the gate of the shipping canopy located just west of the Marshalling Area identified in Section 5.1 of the Shareholders' Agreement shall be deemed to have been accepted by GM.

(d) The JV Company shall at its cost repair or correct any discrepancies in the Products attributable to the JV Company if (i) they are discovered while the Products are within the confines of the Marshalling Area, and (ii) they are notified to the JV Company within a three business day period after acceptance of the Products."

4. Amendment to Section 4.7: Sub-sections 4.7(a) and 4.7(b) of the Vehicle Supply Agreement shall be and are hereby deleted and the following sub-section shall be and is hereby substituted for said two sub-sections:

"(a) The payment for the Products by GM to the JV Company shall be made as follows: Payment for the Products delivered prior to the commencement of second shift on day one shall be made on business day three, and payment for the Products delivered after the commencement of second shift on such day one and prior to the commencement of second shift on day two shall be made on business day four."

5. Addition to New Section 6.4: The following section shall be and is hereby added after Section 6.3 of the Vehicle Supply Agreement:

"6.4. Nondisclosure of Information: The JV Company and GM agree that any confidential information related to product planning, prices of the Products, systems and planning for vehicle ordering, distribution and option selections, and quality related information furnished by GM to the JV Company shall not be disclosed by the JV Company to Toyota or any third party, except that the JV Company may disclose such information to Toyota only when necessary for the management and operation of the JV Company, and in accordance with the Order issued by the Federal Trade Commission, In the Matter of General Motors Corporation, et.al., Docket No. C-3132."

6. Other Terms: It is understood that, except as expressly amended hereby, the Vehicle Supply Agreement shall remain unchanged.

The parties have executed this Amendment on the date first above written.

NEW UNITED MOTOR MANUFACTURING, INC.

By

  
Tatsuro Toyoda, President

GENERAL MOTORS CORPORATION

By

  
J. R. Edman, Vice President  
and Group Executive,  
Finance Group

TOYOTA MOTOR CORPORATION

By

  
Hiroshi Okuda, Director

**SECOND AMENDMENT TO  
VEHICLE SUPPLY AGREEMENT**

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, and GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, hereby agree to amend the Vehicle Supply Agreement, dated February 21, 1984, (the "Agreement") and the Amendment to Vehicle Supply Agreement, dated March 31, 1986, (the "First Amendment") as follows:

1. Article IV of the Agreement, entitled "Supply and Purchase Obligations and Arrangements," as amended in the First Amendment, is hereby further amended by adding the following paragraph:

"4.13 CAFE Regulations:

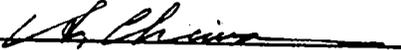
The obligations of the parties with respect to U.S. fuel economy laws are as stated in the Letter of Understanding dated April 24, 1989 among Toyota, the JV Company and GM."

2. This Second Amendment shall be effective as of April 24, 1989.

IN WITNESS WHEREOF, the parties have caused three copies of this Second Amendment to be signed by their duly authorized representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By: 

By: 

Title: Director

Title: Assistant Treasurer

NEW UNITED MOTOR MANUFACTURING, INC.

By: 

Title: President

SECOND AMENDMENT TO  
VEHICLE LICENSE AGREEMENT

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, and GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, hereby agree to amend the Vehicle License Agreement, dated February 21, 1984, as amended dated March 31, 1986, (the "Agreement"), as follows:

1. The following paragraph is hereby added to Paragraph 1.1 of the Agreement:

"(g) 'Toyota-Specific Trucks' shall mean the Licensed Vehicles for sale by the JV Company to Toyota or its designated marketing unit as provided under the Letter of Understanding dated April 24, 1989, among Toyota, the JV Company and GM."

2. The term "Toyota-Specific Vehicles" referenced in the Agreement shall be amended to read:

"Toyota-Specific Vehicles and Toyota-Specific Trucks".

3. The following phrase is hereby added to the end of Paragraph 1.1 (f) of the Agreement:

"as amended dated April 24, 1989."

4. This Second Amendment shall be effective as of April 24, 1989.

IN WITNESS WHEREOF, the parties have caused three copies of this Second Amendment to be signed by their duly authorized representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By: *[Signature]*

By: *[Signature]*

Title: Director

Title: Assistant Treasurer

NEW UNITED MOTOR MANUFACTURING, INC.

By: *[Signature]*

Title: President

THIRD AMENDMENT TO  
VEHICLE SUPPLY AGREEMENT

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, and GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, hereby agree to amend the Vehicle Supply Agreement, dated February 21, 1984, (the "Agreement"), the Amendment to Vehicle Supply Agreement, dated March 31, 1986, and the Second Amendment to Vehicle Supply Agreement, dated April 24, 1989, as follows:

1. Article 4.3(b) is hereby deleted and substituted with the following paragraph:

"The selling price for the Vehicles shall be revised and determined for each model year. The new selling price for the Vehicles in each new model year shall be determined by applying to the selling price for the previous model year the Index set forth in Annex B hereto."

2. Annex B of the Agreement is hereby deleted and substituted with the following:

"Annex B

Index

As a general principle, the ten best-selling models among the subcompacts will be the models which constitute the marketbasket index. At the beginning of a new model cycle for the JV car, the parties may agree to change the models in the marketbasket to include other subcompacts or compacts. Unless there are exceptional circumstances, the models so included shall remain in the marketbasket throughout the model cycle of the JV car. From time to time, upon mutual agreement, the parties will review the components of the marketbasket formula to ensure that the formula reflects current market conditions.

For reference, the ten best-selling subcompact models in 1992 were as follows:

Cavalier ✓  
Civic ✓  
Corolla ✓  
Escort ✓  
Excel

Mustang  
Probe  
Sentra  
Sundance  
Tercel

EXHIBIT I



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The "Index" shall be the weighted average rate of wholesale price fluctuations of these models from the prior model year to the current model year, weighing the Toyota Corolla at 30% versus 70% for all other comparable models combined without regard of model volumes in the U.S.A.

For this purpose, the wholesale price shall be adjusted by eliminating the value of equipment changes and product improvements in comparison with the previous year's models. To this end, the JV Company will evaluate and determine the value of equipment changes and product improvements, taking into account the opinions of Toyota and GM. Incentives will not be included in the calculation.

When competitive models are replaced by new models, or additional competitive models are brought in, neither the old model nor the new or additional model will be included in the calculation of the Index for the model year when such model changes take place. It will, however, be included in the calculation of the Index for subsequent model years."

3. This Third Amendment shall be effective as of August \_\_\_\_, 1992.

IN WITNESS WHEREOF, the parties have caused three copies of this Third Amendment to be signed by their duly authorized representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By: \_\_\_\_\_

K. Kato  
Managing Director

By: \_\_\_\_\_

M. T. Hogan  
Executive Director of  
Planning, North American  
Operations

NEW UNITED MOTOR MANUFACTURING, INC.

By: \_\_\_\_\_

O. Kimura  
President

*[Handwritten signatures and initials]*

**CHEVROLET GEO PRIZM**  
**1992 MODEL FLEET REPURCHASE UNITS**

	<b>AUCTION</b>	
	<b>SALE</b>	
	<b>-UNITS-</b>	
PROBABLE UNITS	15,000	#
	-\$-	
CURRENT AUCTION PRICE [ 1992 M.Y. UNITS]	8,000	
EST. AVERAGE AUCTION PRICE ON EXCESS UNITS	6,500	
ADDITIONAL COST OF DISPOSAL - EXCESS UNITS	<u>1,500</u>	##
	<u>\$MIL.</u>	
TOTAL ADDITIONAL COST	<u>22.5</u>	

# 3,000 UNITS PER MONTH ..... AUGUST THROUGH DECEMBER

## **BACKGROUND:**

AUCTION SALE OF 1991 MODELS IS CURRENTLY YIELDING AN AVERAGE OF \$6,500. SALE OF 1992 MODELS YIELDING AN AVERAGE OF \$8,000. THE \$6,500 AVERAGE RECOVERY ON 1992 MODELS DURING THE AUGUST THROUGH DECEMBER PERIOD RECOGNIZES THAT THERE WILL BE A SIGNIFICANT DETERIORATION IN VALUE OF THE '92 MODEL AFTER INTRODUCTION OF THE 1993 MODEL WITH ITS FRESH, NEW STYLING AND EQUIPMENT CONTENT.

EXHIBIT III

*[Handwritten signature]*

FOURTH AMENDMENT TO  
VEHICLE SUPPLY AGREEMENT

NEW UNITED MOTOR MANUFACTURING, INC., a corporation organized and existing under the laws of the State of California ("JV Company"), GENERAL MOTOR CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("GM"), and TOYOTA MOTOR CORPORATION, a corporation organized and existing under the laws of Japan ("Toyota"), hereby agree to amend the VEHICLE SUPPLY AGREEMENT dated February 21, 1984, as amended on March 31, 1986, April 24, 1989 and August 26, 1992 ("Agreement"), as follows:

1. Section 2.1. of the Agreement, entitled "Agreement Term," is hereby deleted and replaced by the following Section:

"2.1. Agreement Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect until the dissolution of JV Company."

2. Section 3.2 of the Agreement, entitled "The Products" is hereby deleted and replaced by the following Section:

"3.2 The Products: The products to be supplied and purchased hereunder shall be certain automotive vehicles manufactured for sale to GM by the JV Company under license from Toyota which are variations of Toyota's front-wheel drive "Sprinter" ("Vehicles" or "GM-Specific Vehicles") and optional equipment therefor manufactured or procured by the JV Company (the "Optional Equipment"). The Vehicles and the Optional Equipment (collectively, the "Products") will be more particularly described in technical advance information (the "Technical Advance Information") to be furnished from time to time by the JV Company to GM. Any additional automotive vehicle manufactured for sale to GM by the JV Company under license from Toyota will be the subject of a separate agreement between GM, Toyota and the JV Company."

3. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.

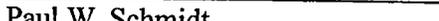
NEW UNITED MOTOR  
MANUFACTURING, INC.

GENERAL MOTORS CORPORATION

By:

  
\_\_\_\_\_  
Iwao Itoh  
President

By:

  
\_\_\_\_\_  
Paul W. Schmidt  
Executive in Charge  
NAO Finance

TOYOTA MOTOR CORPORATION

By:

\_\_\_\_\_  
Koichiro Noguchi  
Director

3. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.

NEW UNITED MOTOR  
MANUFACTURING, INC.

GENERAL MOTORS CORPORATION

By:

\_\_\_\_\_  
Iwao Itoh  
President

By:

*P. W. Schmidt*  
\_\_\_\_\_  
Paul W. Schmidt  
Executive in Charge  
NAO Finance

TOYOTA MOTOR CORPORATION

By:

\_\_\_\_\_  
Koichiro Noguchi  
Director

3. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.

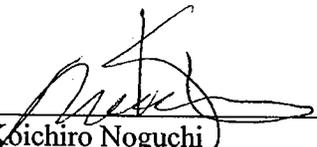
NEW UNITED MOTOR  
MANUFACTURING, INC.

GENERAL MOTORS CORPORATION

By: \_\_\_\_\_  
Iwao Itoh  
President

By: \_\_\_\_\_  
Paul W. Schmidt  
Executive in Charge  
NAO Finance

TOYOTA MOTOR CORPORATION

By:  \_\_\_\_\_  
Koichiro Noguchi  
Director

**EXHIBIT G**

MANUAL FOR ALLOCATION OF NUMMI PRODUCTION  
BETWEEN GM AND TMS  
EFFECTIVE AS OF SEPTEMBER 1, 1986

Between

GENERAL MOTORS CORPORATION

TOYOTA MOTOR CORPORATION

TOYOTA MOTOR SALES, U.S.A., INC.

and

NEW UNITED MOTOR MANUFACTURING, INC.

MANUAL FOR ALLOCATION OF NUMMI PRODUCTION  
BETWEEN GM AND TMS

I. General Understandings

II. Definitions

III. Allocation Procedures

- A. Annual Allocation Plan
- B. Monthly Allocation
- C. Weekly Vehicle Order
- D. Capacity Shortfall

## I. General Understandings

There is in effect between General Motors Corporation ("GM"), Toyota Motor Corporation ("TMC") and New United Motor Manufacturing, Inc. ("NUMMI") an Agreement on Manufacture of Toyota-Specific Vehicles, dated the 31st day of March, 1986, ("Agreement"), which sets forth the general understanding for allocating NUMMI production between GM and Toyota Motor Sales, U.S.A., Inc. ("TMS") beginning with the 1987 calendar year.

NUMMI production allocation covering that portion of the 1986 calendar year during which production of the Toyota-Specific Vehicle will commence shall be separately agreed upon by the parties in conformance with the understanding of Section 2.5 of the Agreement.

This Manual for Allocation of NUMMI Production between GM and TMS ("Manual") has been prepared in conformance with the requirements of the Agreement, and as specifically required under Section 2.5 of the Agreement. This Manual sets forth procedures for allocation of NUMMI production between GM and TMS beginning with the 1987 calendar year.

In addition to the requirements of the Agreement, it is understood that in the implementation of this Manual the parties recognize that it is of great importance to keep a smoothed production flow for the purpose of maintaining high quality vehicles and facilitating high efficiency in NUMMI's production and in GM's and TMS's distribution and marketing of vehicles.

The procedures set forth in this Manual, when signed on behalf of GM, TMC, TMS and NUMMI, shall be deemed to be incorporated in and to be a part of the Agreement.

The procedures set forth in this Manual may be changed at any time by mutual agreement in writing signed by duly authorized officers or representatives of GM, TMC, TMS and NUMMI. Any change shall be reflected in appropriately dated revision sheets to this Manual.

## II. Definitions

The terms which are not defined in this Manual shall have the same meanings as terms defined in the Agreement or Purchase Procedures Manual between NUMMI and GM, effective as of December 4, 1984.

### III. Allocation Procedures

#### A. Annual Allocation Plan

Beginning with the 1986 calendar year and each calendar year thereafter, NUMMI shall develop an annual production and allocation plan, expressed on a monthly basis, for the subsequent calendar year in accordance with Section 2.5 of the Agreement, and notify GM, TMC and TMS of such plan in writing in June of each year.

Within a month after receipt of NUMMI's proposal, GM, TMC and TMS shall review such plan and respond in writing to NUMMI. Based on the response by GM, TMC and TMS, NUMMI will adjust its initial proposal, if necessary, and negotiate any unresolved issue with the parties. In any event, the annual plan for the subsequent year shall be developed by September 1 of the prior calendar year. This annual plan shall be expressed on a calendar week basis, and shall be revised, if necessary, in accordance with this Manual.

#### B. Monthly Allocation

Each month NUMMI will meet separately with GM and TMS in a

Planning Meeting. Each Planning Meeting shall be designated for a specific month and shall be held within a period from ten (10) days prior to five (5) days after the first day of the specified month. The meeting dates shall be separately decided by the parties. At this Planning Meeting:

(1) GM and TMS will agree with NUMMI to a fixed allocation of total production capacity for the third month following the specified month of the meeting (e.g. at the October 1986 Planning Meeting for January 1987). This allocation shall be expressed on a weekly basis. If the allocated production capacity in a given calendar week is not fully requested by GM or TMS, that capacity shall be deemed forfeited. This forfeited capacity will be made available to the other party in that calendar week. GM and TMS shall be bound by and shall accept such fixed allocation unless NUMMI agrees to change such allocation upon the request of TMS or GM made more than seven (7) weeks prior to the production week provided that the allocation of the party not requesting a change either remains the same or is changed with that party's agreement. Allocation changes shall not be allowed within seven (7) weeks prior to the production week. In the event a capacity shortfall takes place after the allocation is fixed, Section D of this Manual shall apply.

(2) Additionally, GM and TMS will review with NUMMI a non-binding production and allocation plan for the fourth month following the specified month of the Planning Meeting (e.g. in January for May). If GM, TMS and/or NUMMI wish to modify the allocation that has been fixed according to paragraph B.(1) above or in the annual plan developed in September of the preceding year, the parties shall confer and may agree to make such adjustments, in compliance with the requirements under the Agreement. The fourth month review shall be expressed on calendar week basis.

C. Weekly Vehicle Order

For GM-Specific Vehicles (as defined in the Agreement), weekly vehicle orders shall be made in accordance with the procedures provided in Purchase Procedures Manual between NUMMI and GM, effective as of December 4, 1984 ("PPM-G"). The volumes specified in the Preliminary Requirement Schedule (as defined in PPM-G) shall be the same as pre-fixed capacity under Section B. (1) unless otherwise agreed to by NUMMI in advance. The fixed volumes in terms of the Katashiki of Product specified in

the Fixed Requirement Schedule (as defined in PPM-G) shall also be the same as pre-fixed capacity as determined by Section B.(1) of this Manual, unless otherwise agreed to by NUMMI in advance.

For Toyota-Specific Vehicles (as defined in the Agreement), weekly vehicle orders shall be made in accordance with Purchase Procedures Manual between NUMMI and TMS to be separately agreed upon ("PPM-T"). In PPM-T, the Preliminary Requirement Schedule and the Fixed Requirement Schedule shall be the same in principle as those in PPM-G. The volumes specified in such Preliminary Requirement Schedule and Fixed Requirement Schedule shall be the same as pre-fixed capacity respectively as determined by Section B.(1) of this Manual, unless otherwise agreed to by NUMMI in advance.

D. Capacity Shortfall

If actual production in a given period is, or is anticipated to be, less than the Annual Plan or fixed allocation capacity as determined by Sections III. A or III. B respectively, NUMMI will notify GM and TMS in writing as soon as possible of the revised plan of production that NUMMI will implement for that period. Such revised plan shall be developed in accordance with Section 2.5 of the Agreement and the General Understandings of this Manual.

Any shortfalls in meeting GM's and TMS's Annual Plan or fixed allocation production shall be made up within a practical time period unless the parties excuse NUMMI's obligations in this regard in case of extreme difficulty or impracticality.

The agreement of GM, TMC, TMS and NUMMI to the procedures of this Manual is signified by the execution in quadruplicate on their respective behalf by their duly authorized representatives, as follows:

APPROVED DATE: August 15, 1986

FOR: GENERAL MOTORS CORPORATION

BY: *Albert J. Cant*

TITLE: Director, International &  
Joint Venture Programs

APPROVED DATE: August 18, 1986

FOR: TOYOTA MOTOR CORPORATION

BY: *[Signature]*

TITLE: General Manager  
Fremont Department

APPROVED DATE: \_\_\_\_\_

FOR: TOYOTA MOTOR SALES, U.S.A., INC.

BY: *[Signature]*

TITLE: Group Vice President, Sales, Marketing,  
Distribution & Product Planning

APPROVED DATE: August 01, 1986

FOR: NEW UNITED MOTOR MANUFACTURING, INC.

BY: *S. Uchikawa*

TITLE: General Manager  
Production Control

**EXHIBIT H**

PURCHASE PROCEDURES MANUAL

EFFECTIVE AS OF DECEMBER 4, 1984

Between

NEW UNITED MOTOR MANUFACTURING INC.

and

GENERAL MOTORS CORPORATION

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PURCHASE PROCEDURES MANUAL

- I. General Understandings
- II. Definitions
  - A. Definitions from the Agreements
  - B. Additional Definitions
- III. Products
  - A. Requirement Schedules
  - B. Deviation from Requirement Schedules
  - C. Transfer & Delivery of Product
  - D. Payments
  - E. GM Supplied Materials

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## I. General Understandings

There is in effect between New United Motor Manufacturing Inc. ("NUMMI"), General Motors Corporation ("General Motors"), and Toyota Motor Corporation ("Toyota") a Vehicle Supply Agreement, and a Product Responsibility Agreement, dated the 21st Day of February 1984, which cover the terms and provisions applicable to the supply by NUMMI of specified motor vehicles and their purchase by General Motors.

This Purchase Procedures Manual has been prepared in conformance with the requirements of the Vehicle Supply Agreement. This Manual sets forth certain of the terms and provisions and procedures that will be applicable to the supply, transfer, and purchase of Products under the Vehicle Supply Agreement.

The procedures, terms, and provisions set forth in this Purchase Procedures Manual, when signed on behalf of NUMMI and General Motors, shall be deemed to be incorporated in and to be a part of the Agreements to the extent referred to or incorporated therein.

The terms and provisions set forth in this Purchase Procedures Manual may be changed at any time by mutual agreement in writing signed by duly authorized officers or representatives of NUMMI and General Motors. Any change shall be reflected in appropriately dated revision sheets to this Manual.

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## II. Definitions

### A. Definitions from the Agreements

The various terms to which meanings are ascribed in Section I of this Purchase Procedures Manual and which are defined in the "Definitions" Sections of the Vehicle Supply Agreement or the Product Responsibility Agreement shall have the meanings ascribed to them therein, as applicable, when they are used in this Manual provided, however, that items that are covered by the term Products, when used in any portion of this Manual covering Products purchased by a specific General Motors Division, Group, or Subsidiary shall mean only such items as are specifically described in and covered by applicable Requirement Schedules and Sales Contracts executed by a General Motors Division, Group, or Subsidiary with NUMMI in accordance with the provisions of the Agreements.

### B. Additional Definitions

In addition to the definitions referenced in Section II-A of this Procedure, the following terms shall have the following meanings when used in this Manual:

(1) "Purchaser" means General Motors or any Designated General Motors Division, Group, or Subsidiary of General Motors that has signed this Manual.

(2) "Supplier" means NUMMI with respect to Vehicles and Optional Equipment supplied pursuant to the Vehicle Supply Agreement.

(3) "Requirement Schedules" means the schedules established under the applicable provisions of this Purchase Procedures Manual pursuant to which the General Motors Designated Division, Group, or Subsidiary will make commitments to purchase Products in accordance with the Vehicle Supply Agreement.

(4) "Unit Price" means the selling price between NUMMI and the General Motors Designated Division, Group, or Subsidiary established for Products pursuant to

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Subsection 4.3 of Section IV of the Vehicle Supply Agreement.

(5) "Sales Contract" means the individual sales contract established between NUMMI and General Motors Designated Division, Group, or Subsidiary pursuant to Subsection 4.2 of Section IV of the Vehicle Supply Agreement.

(6) "Katashiki" means the Code assigned by Toyota which is designated by the vehicle attributes of:

- Engine Type -
- Drive Position (Left/Right)
- Model Name
- Body Type
- Transmission Type
- Trim Grade
- Engine Emission Controls
- Sales Destination Area

(7) "C-P-C" means the Chevrolet-Pontiac-GM of Canada Group.

(8) "Group" means the Chevrolet-Pontiac-GM of Canada Group organization within General Motors.

### III. Products

#### A. Requirement Schedules

##### (1) General

On the first business day of each week (the "submission week") Purchaser shall submit to the Supplier the following:

- (i) A Final Requirement Schedule which covers the Products to be delivered in the 2nd week following the submission week.
- (ii) Fixed Requirement Schedules which cover the Products to be delivered in each of the 3rd, 4th, 5th, 6th and 7th week following the submission week.
- (iii) Preliminary Requirement Schedules which cover the Products to be delivered in each of the 8th, 9th, 10th, and 11th week following the submission week.

The content and format of Requirement Schedules shall be as mutually agreed upon by Supplier and Purchaser in conformity with this Section III-A.

##### (2) Preliminary Requirement Schedule

Each Preliminary Requirement Schedule shall specify the volumes of Products that, as of the date of submission, are estimated to be required by the Purchaser.

The estimated volumes of Products to be delivered in the weeks following the submission week will be reestimated or reconfirmed by the Preliminary Requirement Schedule to be submitted by the Purchaser in each of the succeeding weeks subject to the conditions set forth herein.

##### (3) Fixed Requirement Schedule

The Fixed Requirement Schedule which covers the Products to be delivered in the 7th week following the submission week shall specify the fixed volumes in terms of the Katashiki of Product. In submitting subsequent Fixed Requirement Schedules for this same week, volume deviations are not allowed for Katashiki. When the Katashiki volume

to be delivered in the 7th week following the submission week is fixed, the deviation from the fixed Katashiki volumes for the immediate prior production week shall be limited to ten (10) percent.

(4) Final Requirement Schedule

A Final Requirement Schedule shall specify the volumes of Product to be delivered in the 2nd week following the submission week for which Purchaser places a firm order. Unless otherwise notified by rapifom or telex or by telephone confirmed by rapifax or telex by Supplier to Purchaser within two days after receipt of a Final Requirement Schedule, the Final Requirement Schedule shall be deemed formed accordingly. The deviation from the Final Requirements Schedule for products to be delivered in the 2nd week following submission week when compared to the Final Requirements Schedule for the immediate prior production week shall be limited to:

- 10% for option specifications of:

Emission System  
Power Steering  
Electric Door Locks  
Cruise Control

- 20% for all other option specifications.

- No restriction for exterior paint colors.

(5) Transitional Procedures

The provisions on the Requirement Schedules in the preceding subsections shall not apply in the case of new start-up of Product production, in the case of Product whose production will be discontinued or introduced for any proposed full model change, minor model change, year model change or change of major components or specifications of Product and in the case of discontinuance of Product production for other reasons. In such cases the Supplier and Purchaser shall mutually agree upon the procedures for order and acceptance.

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B. Deviations from Requirement Schedules

- (1) In the event the Supplier determines that it is unable to manufacture Products in accordance with the Final Requirement Schedules submitted pursuant to Section III-A hereof, the Supplier shall so notify the Purchaser by rapicom or telex or by telephone confirmed by rapicom or telex within two (2) business days. Such notification shall include any proposed changes to the affected Final Requirement Schedules.
- (2) The Purchaser shall advise the Supplier within one (1) business day of receipt of notification as to the acceptability of the proposed changes, if any, suggested by the Supplier pursuant to the preceding subsection or advise that the Product so affected are to be removed from the applicable Final Requirement Schedules. After agreement is reached between Supplier and Purchaser on deviation from the Final Requirement Schedule, a Sales Contract shall be deemed formed accordingly.

C. Transfer and Delivery of Products

- (1) Delivery of all Products by the Supplier to the Purchaser shall be made in accordance with subsection 4.4 of Section IV of Vehicle Supply Agreement. Title to and risk of loss of the Products shall pass from Supplier to Purchaser upon such delivery in accordance with Subsection 4.6 of Section IV of the Vehicle Supply Agreement.
- (2) Supplier shall furnish a vehicle production record, "D" Record, to Purchaser at the time of delivery of each vehicle, which shall specify (to the extent applicable):
- i. Date and shift of production
  - ii. Identification Number (assigned by C-P-C)
  - iii. Vehicle Identification Number
  - iv. Engine Serial Number
  - v. Key Codes
    - . Ignition
    - . Door and Compartment
  - vi. Tire Manufacturer Codes
- (3) In the event any action is taken by Supplier from the time of preparation of the foregoing records

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that alters any Product actually delivered to C-P-C in such a manner as to affect the accuracy of such records, Supplier shall notify Purchaser of the alteration and shall submit to Purchaser correct and superseding information in connection therewith.

In the event any tire is replaced on a vehicle due to defects or damage, the replacement tire shall be one made by the manufacturer of the remaining tires on the vehicle.

D. Payments

- (1) All amounts payable by the Purchaser to Supplier for or in connection with the supply and purchase of Product shall be computed by the Purchaser based on vehicles delivered, together with vehicle production records in accordance with subsection C(2) of Section III of this Procedure, and the prices for the vehicles and options contained thereon. The prices are those which are mutually agreed upon between the Purchaser and the Supplier. In order to ensure prompt payment, the Purchaser shall generate a two-part priced receiver (Refer to Exhibit A). The original copy will be used by the Purchaser and the duplicate copy will be forwarded to the Supplier by facsimile on the business day following the day of delivery of the vehicles.
- (2) Payment shall be made by wire transfer to the bank designated in writing by the Supplier in accordance with Exhibit B. Payment for Products delivered, together with vehicle production records per subsection C(2) of Section III of this Procedure, prior to second shift on day one shall be made on business day three. Payments for Products delivered, together with vehicle production records per subsection C(2) Section III of this Procedure, after the commencement of second shift on such day one and prior to second shift on day two shall be made on day four. Thereafter, payment shall be made on each succeeding business day covering prior days receipts. Payments scheduled during holidays and at year end will be made as mutually agreed by Purchaser and Supplier.

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D. Payments (Continued)

The Supplier shall be responsible for reconciling any discrepancies that may exist. Adjusting documents issued by either the Purchaser or Supplier generated by this reconciliation as a result of quantity, price and option content differences shall use Unit Prices applicable to the invoice being adjusted. Payment for adjusting documents by either Purchaser or Supplier shall be reflected in the daily wire transfer made by Purchaser to Supplier, two business days after receipt of the aforementioned adjusting invoice.

E. GM Supplied Materials

C-P-C shall be responsible for the purchase and installation of the following material after receipt of the Product from the Supplier:

1. Glove Box Material

Owner's Manual  
Maintenance Schedule  
Warranty and Owner Assistance Manual  
Warranty Folder (Tires)  
Seat Belt Life Insurance Policy

2. Fuel Economy and Price Label

3. Service Label

4. Notice to Buyer Label (California Only)

5. License Plate Attaching Hardware

6. Predelivery Inspection Envelope

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The agreement of NUMMI and General Motors to the provisions of this Purchase Procedures Manual is signified by the execution in triplicate on their respective behalf by their duly authorized representatives, as follows:

APPROVED DATE: 12/10/85

FOR: NEW UNITED MOTOR MANUFACTURING INC.

BY: K. Higashi  
K. Higashi

TITLE: Executive Vice President

APPROVED DATE: 10-28-85

FOR: GENERAL MOTORS CORPORATION

BY: John F. Smith  
John F. Smith

TITLE: Director  
International & Joint Venture Programs  
Chevrolet-Pontiac-GM of Canada Group

CHEVROLET MOTOR DIVISION  
CENTRAL OFFICE  
3000 VAN DYKE  
WARREN, MI 48090

INVOICE NUMBER

DATE 08/03/09  
TIME 22:00:43

NEW UNITED MOTOR  
DAILY PRICED RECEIPT TOTAL  
PRODUCTION DATE ENDING 82078 SHIFT 1

TOTAL UNITS PRODUCED	48
TOTAL MODEL AMOUNT	277,144.00
TOTAL OPTION AMOUNT	74,883.00
GRAND TOTAL M AND O AMOUNT	352,027.00

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POBORTING  
PLANT 12

CHEVROLET MOTOR DIVISION  
NEW UNITED MOTOR DAILY RECEIPTS  
PRODUCTION DATE 05/03/19 SHIFT 1

MODEL YEAR 1999 DATE 05/03/19 TIME 22:03:42  
PAGE 3

MODEL/OPTION	PRODUCTION DATE	RESTRICTION MODEL	UNITS	PER UNIT CONTRACT PRICE	TOTAL
AU3	05001	15K19	18	132.00	2,376.00
BW2	05001	15K19	18	15.00	270.00
BPM	05001	15K19	23	390.00	9,030.00
C49	05001	15K19	49	37.00	1,813.00
C60	05001	15K19	48	477.00	22,836.00
D15	05001	15K19	49	14.00	686.00
D84	05001	15K19	0	121.00	0.00
K34	05001	15K19	24	114.00	2,736.00
M11	05001	15K19	41	283.00	11,603.00
N41	05001	15K19	49	158.00	7,842.00
PY8	05001	15K19	8	304.00	2,432.00
V14	05001	15K19	24	20.00	480.00
UW6	05001	15K19	24	284.00	6,816.00
UW7	05001	15K19	25	180.00	4,500.00
UB3	05001	15K19	0	82.00	0.00
TOTAL			0		74,863.00

MODEL TOTAL	277,144.00
OPTION TOTAL	74,863.00

R AND D TOTAL	362,027.00
GRAND TOTAL	392,027.00

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**EXHIBIT I**

## Memorandum of Understanding

This Memorandum of Understanding, dated as of March 22, 2006, sets forth the basic understanding among Toyota Motor Corporation ("TMC"), General Motors Corporation ("GMC") and New United Motor Manufacturing, Inc. ("NUMMI") (collectively, the "Parties") regarding the production and pricing of new car models to be produced at NUMMI from January 2008 to December 2012 (collectively, the "Products"), to help ensure that all Parties remain viable.

### **1. Production Volume of the Products:**

- (1) The Parties have agreed that the Products consist of Corolla for TMC and Vibe for GMC. The Parties have further agreed that NUMMI will start production of new models of Corolla and Vibe in January 2008 (collectively, the "SOP").
- (2) The Parties understand the importance of realizing annual production volume of 230,000 units of the Products. Both TMC and GMC will make best effort to maximize the production volume during the model life in consideration of maintaining the stability of operations at NUMMI.
- (3) The Parties understand that, assuming that 225,000 units of the Products are scheduled to be produced in a year, the Products will be allocated between TMC and GMC under the following formula, where each of TMC and GMC will have a right to, but not an obligation to, purchase the Products from NUMMI.

TMC Corolla	at least 160,000 (71.11%)
GMC Vibe	at least 65,000 (28.89%)

- (4) TMC recognizes that irrespective of the planned or actual production volume of the Product in 2008, GMC desires to have 72,000 units of Vibe allocated to GMC, under the following reasons:
  - GMC is committing extensive marketing resources to maximize the opportunity for a successful launch of Vibe in order to maximize the targeted volume, and
  - NUMMI represents the single plant manufacturing Vibe for GMC.
- (5) The Parties agree that, each fall, they will decide the planned production volume of the Products at NUMMI for the subsequent three calendar years and that, each spring they will review and modify such planned production volume if appropriate. In the event that it is decided among the Parties that NUMMI's planned production volume of the Products is not 225,000 units, then that planned production volume will be allocated proportionately between TMC and GMC based on the allocation formula mentioned in paragraph (3) above. However, a final allocation plan will be established that is mutually agreeable to the Parties, consistent with the spirit of the Joint Venture.

### **2. Transfer Pricing of the Products**

#### **(1) NUMMI's Contribution Margin**

The Parties recognize the importance of adequate contribution margin to support NUMMI's viability. The Parties agree to set the weighted average amount of NUMMI's initial contribution margin of the Products at \$2,368 per vehicle, based on the annual production volume of 225,000 units of the Products, and other assumptions mutually agreed among the Parties as of March 2006.

The Parties understand that NUMMI will make its best efforts to achieve the \$100 per vehicle uncommitted stretch target cost reduction (reflected in contribution margin of \$2,368 per vehicle), either prior to or after the SOP, based on initiatives not yet identified. The Parties will periodically review NUMMI's progress related to this cost reduction

stretch target and determine what additional steps, if any, are required among the Parties prior to the SOP. Any shortfall in NUMMI's cost reduction efforts, up to \$100 per vehicle, will be shared equally by GMC and TMC, following discussion and agreement by the Parties. It is recognized that after the SOP, reductions in domestic material and material related variable costs (i.e., the annual price review) for producing the Products will be retained by NUMMI in the form of increased contribution margin.

**(2) Vibe Transfer Pricing**

GMC and NUMMI agree that the initial transfer price of each trim level and each option for the 2009 Vibe shall be based on the annual production volume of 65,000 units of Vibe and the specifications as of March 2006, and are indicated in the schedule attached hereto.

If vehicle contents or available options of the Vibe are changed in the future, the Parties agree to discuss and agree upon the transfer price impact of such changes.

**(3) Corolla Transfer Pricing**

TMC and NUMMI agree that after adjusting for specification changes from Vibe they will determine the initial transfer prices of Corolla from NUMMI to TMC or its designated marketing unit so that the weighted average amount of NUMMI's contribution margin for Corolla shall not be less than that of Vibe.

**3. Transfer Price Adjustment Mechanism**

(1) The Parties have agreed that the market basket formula as the annual adjustment method of transfer prices of Vibe for each model year remains suspended. The Parties understand that substantial changes in the market conditions make the market basket formula inconsistent with the continued viability of NUMMI and the profitability of the sales of the Products. Notwithstanding the forgoing, the Parties agree that they will, from time to time, discuss to adopt an annual adjustment method (including the market basket formula) to ensure the Parties can continue viable business.

(2) TMC and NUMMI agree that the annual adjustment of transfer price of Corolla will be based on the result of Vibe's method.

**4. Product Changes**

It is understood that over the product lifecycle, product enhancements will be made. All changes of Vibe's specifications which are visible to the customer, and/or which affect vehicle performance in such a manner that would be apparent to the customer, must be discussed with estimated transfer price changes and agreed upon among the Parties prior to determination of implementation. Final transfer price will be negotiated prior to implementation.

**5. GM Design Parts**

There are several parts which GMC has been assigned engineering and design responsibility. The Parties agree that those particular parts will be out of scope of the royalty to TMC and that GMC, NUMMI and TMC will collectively identify and review its transfer price to GMC. TMC, NUMMI and GMC acknowledge that such agreement has been already reflected in the transfer price indicated in the schedule attached hereto.

**6. Model Life of Vibe and Corolla**

The Parties agree that the expected model life of Vibe and Corolla shall run from January 2008 through December 2012. The Parties agree that future consideration and discussion will take place regarding the potential for extending the model life of the Products beyond December 2012. Should the need arise to lengthen or shorten the expected model life, the Parties will discuss and determine countermeasures. Expected mid minor model change of Vibe will take place commencing with the 2011 model. As for additional minor model changes to the Products, if any, the timing of them may be made as separately agreed upon among the Parties.

**7. Annual Review**

The Parties understand that changes in the market conditions for the Products might make the contents described in this Memorandum of Understanding inconsistent with the continued viability of NUMMI and the profitability on sales of the Products. Therefore, the Parties agree that they will annually review all the contents described herein to ensure that NUMMI will remain viable, and that the results from NUMMI's operations continue to be acceptable for TMC and GMC.

**IN WITNESS WHEREOF**, the Parties through their authorized representatives have executed this Memorandum of Understanding as of the date first above written.

General Motors Corporation

Toyota Motor Corporation

\_\_\_\_\_  
T. Clarke

\_\_\_\_\_  
M. Tomozoe

Date \_\_\_\_\_

Date \_\_\_\_\_

New United Motor Manufacturing, Inc.

\_\_\_\_\_  
Y. Azuma

Date \_\_\_\_\_

Exhibit 2

GM Accessory Parts

PartNumber	PartDescription
28560-YY010-00	HEATER ASSY, BLOCK
42602-YY010-00	CAP S/A, WHEEL
58510-YY110-B0	MAT ASSY, FLOOR (comp: 58510-YY070/ 64711-YY040)
58510-YY120-B0	MAT ASSY, FLOOR (comp: 58510-YY080/ 64711-YY040)
58510-YY130-B0	MAT ASSY, FLOOR (comp: 58510-YY070/ 64711-YY050)
58510-YY140-B0	MAT ASSY, FLOOR (comp: 58510-YY080/ 64711-YY050)
66310-YY020-00	HOOK ASSY, FLOOR
74552-YY020-00	LABEL, SAFETY CAUTION
86070-YV010-00	MOBILEPHONE & ACCESSORY ASSY
86760-YV020-00	ANTENNA ASSY, TELEPHONE
87810-YV021-00	MIRROR ASSY, INNER RR VIEW
42603-AG010-00	ORNAMENT S/A, WHEEL HUB
75311-01110-00	EMBLEM, RADIATOR GRILLE FR
75431-01020-00	EMBLEM, BACK DOOR RR

Module-XM

Rear Cargo Mat

NUT CAP-WHEEL TRIM (included in wheel cover asm)

**EXHIBIT J**

AMENDMENT TO SUBSCRIPTION AGREEMENT

This Amendment ("Amendment") to the Subscription Agreement ("Subscription Agreement") dated February 21, 1984 by and among New United Motor Manufacturing, Inc., a close corporation organized and existing under the laws of the State of California (the "JV Company"), Toyota Motor Corporation, a corporation organized and existing under the laws of Japan ("Toyota"), and General Motors Corporation, a corporation organized and existing under the laws of the State of Delaware ("GM"), is made effective the 15th day of December 1989 by and among the JV Company, Toyota and GM;

WITNESSETH:

WHEREAS, in 1984, GM and Toyota, the sole shareholders of the JV Company, each contributed to the JV Company the equivalent of (U.S.) \$100,000,000.00, thereby establishing a total shareholder equity of \$200,000,000.00;

WHEREAS, the JV Company has incurred losses which exceed the total \$200,000,000.00 of shareholder equity;

WHEREAS, the JV Company desires to have its financial statements reflect a positive shareholder equity and to have additional capital to meet cash and capital requirements; and

WHEREAS, the Board of Directors of the JV Company has requested that each shareholder contribute to the JV Company additional capital in the amount of (U.S.) \$30,000,000.00 or an equivalent Yen amount.

NOW, THEREFORE, the parties hereto agree to amend the Subscription Agreement as follows:

1. The following provisions shall be added as Article IV of the Subscription Agreement on Page 12 following Article III:

"IV. ADDITIONAL CAPITAL CONTRIBUTIONS"

4.1. Additional GM Contribution:

GM shall contribute to the JV Company additional paid-in capital in the amount of (U.S.) \$30,000,000.00 at the time provided in Section 4.3 herein. Upon receipt of such amount, the JV Company shall provide to GM a certificate indicating the amount of the additional capital paid in by GM.

4.2. Additional Toyota Contribution:

Toyota shall contribute to the JV Company additional paid-in capital in the amount of (U.S.) \$30,000,000.00 or an equivalent amount in Japanese Yen at the time provided in Section 4.3 herein. Currency equivalence shall be determined in accordance with the telegraphic transfer middle rate quoted by the head office of the Bank of Tokyo at 10:00 a.m. (Japan Time) on the date of payment. Upon receipt of such payment, the JV Company shall provide to Toyota a certificate indicating the amount of the additional capital paid in by Toyota.

4.3. Time of Payment:

GM and Toyota shall pay to the JV Company the amounts provided in this Article IV at such time or times as may be determined by the Chief Financial Officer and Comptroller of the JV Company following a resolution by the Board of Directors of the JV Company calling for such payments, provided, however, that the aggregate payments from GM and Toyota shall at all times be equal.

4.4. No Additional Shares:

The amount paid to the JV Company pursuant to this Article IV by Toyota and GM, respectively, shall be deemed additional paid-in capital attributable to the Series A Shares and Series B Shares, respectively, previously issued by the JV Company. No additional shares shall be issued to either Toyota or GM by reason of the payments made pursuant to this Article IV."

2. The title "IV GENERAL PROVISIONS" on Page 12 shall be changed to:

"V GENERAL PROVISIONS"

and any prior references to Article IV or subsections thereof shall henceforth be deemed to be references to Article V or subsections thereof.

3. This Amendment and the Subscription Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the parties has caused three originals of this Amendment to be duly executed on its behalf effective the day and year first above written.

NEW UNITED MOTOR MANUFACTURING, INC.

Name: R. Higashida

Title: PRESIDENT

TOYOTA MOTOR CORPORATION

Name: M. Shino

Title: DIRECTOR, MEMBER OF THE BOARD

GENERAL MOTORS CORPORATION

Name: C. A. ...

Title: TREASURER

**EXHIBIT K**

SECOND AMENDMENT TO SUBSCRIPTION AGREEMENT

This Second Amendment ("Second Amendment") to the Subscription Agreement ("Subscription Agreement") dated February 21, 1984, as amended on December 15, 1989, by and among New United Motor Manufacturing, Inc., a close corporation organized and existing under the laws of the State of California (the "JV Company"), Toyota Motor Corporation, a corporation organized and existing under the laws of Japan ("Toyota"), and General Motors Corporation, a corporation organized and existing under the laws of the State of Delaware ("GM"), made effective the 1st day of December, 1992, by and among the JV Company, Toyota and GM;

WITNESSETH:

WHEREAS, in 1984 and 1989, GM and Toyota, the sole shareholders of the JV Company, each contributed to the JV Company the equivalent of (U.S.) \$130,000,000.00, thereby establishing a total shareholder equity of \$260,000,000.00;

WHEREAS, the JV Company has incurred losses which exceed the total \$260,000,000.00 of shareholder equity;

WHEREAS, the JV Company desires to have its financial statements reflect a positive shareholder equity and to have additional capital to meet cash and capital requirements; and

WHEREAS, the Board of Directors of the JV Company has requested that each shareholder contribute to the JV Company additional capital in the amount of (U.S.) \$25,000,000.00 or an equivalent Yen amount.

NOW, THEREFORE, the parties hereto agree to amend the Subscription Agreement as follows:

1. A new Section 4.1a, Additional GM Contribution - 1992, is hereby added to Article IV, to be inserted after Section 4.1, as follows:

"4.1a. Additional GM Contribution - 1992:

GM shall contribute to the JV Company additional paid-in capital in the amount of (U.S.) \$25,000,000.00 at the time provided in Section 4.3 herein. Upon receipt of such amount, the JV Company shall provide to GM a certificate indicating the amount of the additional capital paid in by GM."

2. A new Section 4.2a, Additional Toyota Contribution - 1992, is hereby added to Article IV, to be inserted after Section 4.2, as follows:

"4.2a. Additional Toyota Contribution - 1992:

Toyota shall contribute to the JV Company additional paid-in capital in the amount of (U.S.) \$ 25,000,000.00 or an equivalent amount in Japanese Yen at the time provided in Section 4.3 herein. Currency equivalence shall be determined in accordance with the telegraphic transfer middle rate quoted by the head office of the Bank of Tokyo at 10:00 a.m. (Japan Time) on the date of payment. Upon receipt of such payment, the JV Company shall provide to Toyota a certificate indicating the amount of the additional capital paid in by Toyota."

3. This Second Amendment and the Subscription Agreement, as previously amended, constitute the entire agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the parties has caused three originals of this Second Amendment to be duly executed on its behalf effective the day and year first above written.

NEW UNITED MOTOR MANUFACTURING, INC.

Name: *O. H. Williams*

Title: President

TOYOTA MOTOR CORPORATION

Name: *K. Kato*

Title: Managing Director

GENERAL MOTORS CORPORATION

Name: *2X2X Good*

Title: Comptroller

**EXHIBIT L**

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: MOTORS LIQUIDATION COMPANY

Case Number: 09-50026 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): New United Motor Manufacturing, Inc.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: Schnader Harrison Segal & Lewis LLP c/o George Kalikman One Montgomery Street, Suite 2200 San Francisco, CA 94104 Telephone number: 415-364-6700

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above): K. Kelley McKenzie, Esq., General Counsel New United Motor Manufacturing, Inc. (NUMMI) 45500 Fremont Blvd. Fremont, CA 94538 Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 500,000,000.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a) ( ).

2. Basis for Claim: See Attached (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

\*Amounts are subject to adjustment on 4/1/10 and every 5 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 11/24/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

John DiDonato

FOR COURT USE ONLY

**Attachment to Proof of Claim of New United Motor Manufacturing, Inc.**

1. On or about December 22, 1983, General Motors Corporation, now known as Motors Liquidation Company (the “Debtor”) and Toyota Motor Corporation (“TMC”) established New United Motor Manufacturing, Inc. (“NUMMI”) in Fremont, California, on the site of the Debtor’s idled motor vehicle assembly facility.

2. Each of the Debtor and TMC owns fifty percent (50%) of the issued and outstanding shares of NUMMI.

3. On June 1, 2009 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York.

4. NUMMI’s assembly facility is approximately 5.3 million square feet under roof and sits on 378 acres. As of the Petition Date, NUMMI’s annual production volume was approximately 230,000 passenger cars and 160,000 light duty trucks. NUMMI employs approximately 3,700 team members represented by the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) Local 2244 and approximately 750 salaried team members.

5. For nearly 25 years, NUMMI has assembled vehicles for the Debtor and TMC. As of the Petition Date, NUMMI produced the Pontiac Vibe for the Debtor and the Toyota Corolla for TMC. NUMMI additionally operates a truck assembly line that produces the Toyota Tacoma light truck under a separate manufacturing agreement.

6. On or about April 27, 2009, the Debtor announced publicly the discontinuation of the Pontiac vehicle brand.

7. On or about May 21, 2009, the Debtor informed NUMMI that it was discontinuing future Pontiac Vibe production at NUMMI and was in discussions with TMC regarding a possible replacement vehicle for NUMMI to manufacture.

8. On or about June 4, 2009, the Debtor informed NUMMI that due to the elimination of the Pontiac vehicle brand, all Pontiac Vibe production would be discontinued through a production phase-out period that would conclude in August 2010.

9. On or about June 12, 2009, the Debtor disclosed to NUMMI that it was advancing the Pontiac Vibe production discontinuation date by one year to August 2009.

10. On or about June 29, 2009, the Debtor announced that it would not seek to assume and assign to General Motors Company (“New GM”) its 50% shareholder interest in NUMMI. The Debtor has retained its shareholder interest in NUMMI, along with the other assets retained by the Debtor, which the Debtor will presumably liquidate.

11. On or about August 27, 2009, TMC informed NUMMI that in light of the Debtor's failure to assume and assign to New GM its shareholder interest in NUMMI, and the Debtor's failure to identify a replacement vehicle for NUMMI to produce, TMC would also cease orders of the NUMMI-produced Toyota Corolla sedan and discontinue contract production of its Tacoma light duty pick-up truck on March 31, 2010.

12. Breach of Contract. NUMMI and the Debtor were parties to numerous contracts including, but not limited to, the following:<sup>1</sup>

- (a) Shareholders' Agreement dated as of February 24, 1984 (as amended)
- (b) Subscription Agreement dated as of February 21, 1984 (as amended)
- (c) Vehicle Supply Agreement dated as of March 31, 1986 (as amended)
- (d) Memorandum of Understanding (Vibe Production) dated as of March 22, 2006
- (e) Product Responsibility Agreement dated as of February 21, 1984 (as amended)
- (f) Service Parts Supply Agreement dated as of June 17, 2008
- (g) Service Parts Purchase Manual dated as of June 17, 2008
- (h) 1984 Memorandum on Technical Assistance (as amended)
- (i) Memorandum of Understanding (Tooling Costs) dated as of November 7, 1994
- (j) Component Supply Agreement dated as of October 24, 1988

The foregoing contracts and/or further agreements implementing same obligate the Debtor to, *inter alia*: (a) purchase minimum quantities of vehicles and parts from NUMMI, (b) pay the costs incurred by NUMMI as a result of a decision to cancel orders or discontinue production of vehicles, and (c) obligate the Debtor to purchase tooling and other infrastructure used in the production of vehicles and parts from NUMMI in the event production of vehicles and parts for the Debtor terminates. The Debtor has breached its obligations under said contracts, and as a result thereof, NUMMI has or may suffer damages, including but not limited to lost revenues and profits, the Debtor's inability to satisfy recurring and prospective vehicle product and off-warranty liabilities, and operational and other plant closure costs (including, but not limited to, labor-related costs, and extraordinary legal, accounting, and financial advisory expenses) in an undetermined amount according to proof, but in any event, a sum of not less than the amount set forth in paragraph 16 below. In addition, although NUMMI does not concede that it is liable to any entity, or the amount of any liability, NUMMI reserves the right to amend and/or supplement this Proof of Claim to assert further damages to the extent the Debtor's breach of its contractual obligations subjects NUMMI to liabilities to third parties, including but not limited to: (a) any unfunded liability to the NUMMI-UAW Retiree Supplemental Health Insurance Plan and the salaried employee Supplemental Health Insurance Plan (collectively, "SHIP"), (b) any unfunded liability to the NUMMI-UAW Hourly Defined Pension Plan, (c) any deficiency or unfunded liability to NUMMI's total California Workers' Compensation Self-Insurance Fund Alternative Support Program (CA SIF-ASP), (d) any and all other labor-related benefits, plans, and obligations to employees and former employees, (e) any costs of environmental site prep and future remediation expenses, (f) any termination costs under capital equipment leases, (g) any liabilities to NUMMI's suppliers for parts obsolescence, capital investment and other

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<sup>1</sup> Copies of each of the contracts listed above are in the Debtor's possession. NUMMI has not attached copies of these contracts to this Proof of Claim because the contracts contain proprietary information and because they are too voluminous to attach. NUMMI will provide the Debtor with copies of each of the contracts upon request.

stranded costs, and (h) any and all other currently unknown liabilities that may be incurred by NUMMI arising from or relating to the cessation of its operations.

13. Detrimental Reliance on Express/Implied Representations. Since NUMMI's formation, the Debtor has entered into a series of contracts and made other oral and written representations concerning the type and volume of vehicles it would purchase from NUMMI. More recently, in March 2006, the Debtor represented to NUMMI that its average annual production volume for the Vibe would reach a minimum number of units. On March 22, 2006, the Debtor and NUMMI entered into a memorandum of understanding in which the Debtor explicitly stated that the initial model life of the Vibe would extend to the 2012 model year, and acknowledged the importance to NUMMI's viability of realizing annual production volumes of an agreed minimum of Vibe units. In addition, the Debtor negotiated unit prices and participated in NUMMI's cost planning efforts, including agreements that set the purchase prices for vehicles and service parts that were intended to allow NUMMI to fully amortize its production costs over the expected model life of the Vibe. At the Debtor's direction and in reliance upon the Debtor's representations to NUMMI that the Debtor would order the NUMMI-produced Pontiac Vibe through 2012, upon which representations NUMMI reasonably relied, NUMMI incurred costs and expenses, including but not limited to: (a) in-house supplier parts and raw material, (b) investment in tooling, machinery and equipment and other assets, and (c) employee-related costs for salaries, insurance (including health, worker's compensation, life and disability), and other benefits (including retirement plan benefits). As a result of the Debtor's breach of its express and implied representations, NUMMI has been damaged in an amount according to proof, but in any event an amount not less than the amount set forth in paragraph 16 below.

14. Express Indemnity, Implied Contractual Indemnity, and Equitable Indemnity. NUMMI undertook to produce vehicles and provide parts to the Debtor under the terms of various contracts, including the Shareholder Agreement, the Vehicle Supply Agreement, the Service Parts Supply Agreement, the Product Responsibility Agreement, and additional agreements implementing the foregoing. The contracts under which NUMMI produced vehicles and parts acknowledge that NUMMI will incur tooling, labor, and other infrastructure costs. Said contracts also provide that pricing was to be set in a manner that permitted NUMMI to operate at a reasonable profit. The Debtor acted wrongfully in terminating vehicle production at NUMMI prior to the end of the Vibe's normal model life. Consequently, the contracts imply an obligation by the Debtor to indemnify NUMMI for any costs resulting from the early cessation of production, and to cover all such costs sufficient to permit NUMMI to realize a reasonable profit on the vehicles it has sold. In addition, NUMMI is also entitled to indemnification from the Debtor for all environmental remediation costs that may be incurred by NUMMI as a result of the Debtor's acts and/or omissions.

15. Breach of Fiduciary Duty. The Debtor held a fiduciary relationship to NUMMI as a result of its status as a controlling shareholder in NUMMI, and because it exercised management control over NUMMI through its agents, the GM-designated members who served on the Board of Directors during the time period relevant to this Proof of Claim. As a result, the Debtor owed fiduciary duties to NUMMI, which included the obligations of candor, to act with due care to promote the financial viability of NUMMI, to act fairly toward NUMMI, and to act in good faith. The Debtor was or should have been aware of its own financial circumstances well in advance of the filing of its bankruptcy case, and it was also aware of the consequences to NUMMI of a complete

cessation of Vibe production. Accordingly, the Debtor was obligated to disclose timely to NUMMI the prospect that it would cease production of the Pontiac brand and the Vibe model, and to facilitate NUMMI's ability to protect against this risk by implementing appropriate operational and financial changes in time to avoid a termination of operations. NUMMI is informed and believes that the Debtor breached its obligations of candor and due care by not identifying timely the need to discontinue Pontiac and/or Vibe model production or, alternatively, by not disclosing timely its internal deliberations concerning same. In addition, after the discontinuance of Pontiac and its Vibe model production became reasonably in prospect, the Debtor had a further fiduciary obligation to act reasonably and in good faith to explore alternatives that would allow NUMMI to continue to operate. The Debtor breached this duty by, *inter alia*, failing to negotiate in good faith with TMC to identify a replacement vehicle or, alternatively, failing to negotiate in good faith with TMC to reach an agreement with TMC for the sale of a NUMMI-produced truck under the GMC brand. The Debtor's breaches of fiduciary duty were a contributing cause ultimately culminating in the cessation of NUMMI's business, as a result of which NUMMI has been damaged in an undetermined amount according to proof, including lost profits, inability to amortize tooling and other capital costs, and all other costs it incurred as a result of cessation of operations described above.

16. As of the Petition Date, NUMMI held claims as defined by 11 U.S.C. § 101(5) against the Debtor in an amount of approximately Five Hundred Million Dollars (US\$500,000,000.00).

17. NUMMI expressly reserves the right to amend, modify, and/or supplement this Proof of Claim at any time. NUMMI further reserves the right to assert that any of the claims made herein are allowable as expenses of administration of the Debtor's estate under 11 U.S.C. § 503(b). By filing this Proof of Claim, NUMMI does not consent to the United States Bankruptcy Court for the Southern District of New York's jurisdiction to adjudicate any issues arising in this Proof of Claim or any counterclaim that may be asserted in an objection to this Proof of Claim, and NUMMI reserves the right to withdraw this Proof of Claim at any time.

18. NUMMI has endeavored to include all potential claims for damages and losses it has or may suffer as a consequence of the Debtor's breaches of its obligations that NUMMI can fairly contemplate based upon its knowledge as of the date of this Proof of Claim. As such, references to costs, expenses, or debts upon which NUMMI may become liable to third parties are included herein solely to put the Debtor on notice of the categories of contingent liabilities that may be encompassed within this Proof of Claim. However, no statement in this Proof of Claim is or will be deemed an admission of liability by NUMMI to any third party on any such claim.

19. John DiDonato, the signatory of this Proof of Claim, is the Executive Financial Adviser and an officer of NUMMI. In those capacities, he is authorized to make this Proof of Claim on behalf of NUMMI. His business address is New United Motor Manufacturing, Inc., 45500 Fremont Boulevard, Fremont, CA 94538-6368.