

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: : Chapter 11
: :
HAYES-LEMMERZ INTERNATIONAL, : Case No: 01-11490 (MFW)
INC. : :
: : Jointly Administered
: :
Debtors. : **Re: Dkt No. 2403**

CURE CLAIM OBJECTION OF HONDA OF AMERICA MFG., INC.
TO DEBTORS' EXCLUSIVE SCHEDULE OF PROPOSED CURE AMOUNTS
WITH RESPECT TO ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED
LEASES, AS ATTACHED TO NOTICE OF ENTRY (THE 'NOTICE') OF ORDER
CONFIRMING THE MODIFIED FIRST AMENDED JOINT PLAN OF REORGANIZATION

Honda of America Mfg., Inc. ("Honda"), by and through its counsel, and in accordance with paragraph 12 of the Notice of (A) Entry of Order Confirming the Modified First Amended Joint Plan of Reorganization (the "Plan") of Hayes Lemmerz International, Inc. and its Affiliated Debtors and Debtors in Possession (collectively and individually referred to herein as "Debtors"), Dated April 9, 2003, as Further Modified, (B) Occurrence of Effective Date, (C) Bar Dates for Filing Administrative Claims, Professional Claims, Substantial Contribution Claims, Contract/Lease Cure Claims and Contract/Lease Rejection Damages Claims, and (D) Proposed Payments Related to Assumption of Executory Contracts and Unexpired Leases and Deadlines For Objecting Thereto, hereby files its Cure Claim Objection (the "Objection") to Debtors' Exclusive Schedule of Proposed Cure Amounts with Respect to Executory Contracts and Unexpired Leases (the "Exclusive Schedule"). In support of its Objection, Honda states as follows:

1. Pre-Petition, Honda and Debtors entered certain contracts, including the Agreement for Purchase and Sale of Goods and purchase orders issued thereunder (collectively, the “Agreements”).

2. The Agreements are executory contracts.

3. Article VII of Debtors’ Confirmed Plan of Reorganization (the “Plan”) provides:

Each executory contract . . . shall be deemed automatically assumed and Reinstated as of the Effective Date, unless such executory contract . . . (a) shall have been previously rejected by the Debtors, (b) is the subject of a motion to reject filed, or a notice of rejection served pursuant to order of the Bankruptcy Court, on or before the Confirmation Date, (c) is listed on the schedule of rejected contracts and leases annexed hereto as Exhibit H, or (d) or [sic] expired prior to the Effective Date and/or is no longer executory on the Effective Date by its own terms.

See Plan, Article VII, ¶ 7.1, p. A-53.

4. Pursuant to the Plan, the Agreements are deemed automatically assumed and reinstated. The Agreements were not previously rejected by the Debtors; were not the subject of a motion to reject filed or a motion of rejection served; are not listed on Exhibit H to the Plan; did not expire prior to the Effective Date; and remained executory on the Effective Date by their own terms.

5. Honda objects to Debtors’ Exclusive Schedule, because it fails to set forth the cure claims of Honda associated with the assumed Agreements. In its proof of claim, Honda documents cure claims of \$349,462.00. See Honda’s Proof of Claim (the “Proof of Claim”). In addition, Honda has reason to believe approximately \$40,000.00 in additional cure claims exist; consequently, Honda is investigating such claims to amend its Proof of Claim. Finally, additional cure amounts are currently unknown. Honda’s cure claims are collectively referred to herein as the “Cure Amount.”

CERTIFICATE OF SERVICE

On this the 14th day of July, 2003, the above and foregoing was served by first class mail postage prepaid upon the entities listed on the attached Exhibit A.

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Robert J. Sidman