

SCHAFFER AND WEINER, PLLC  
Ryan D. Heilman (P63952)  
40950 Woodward Ave., Ste. 100  
Bloomfield Hills, MI 48304  
248-540-3340

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re

GENERAL MOTORS CORP., et al.,

Debtors.

Case No. 09-50026(REG)  
(Jointly Administered)

Chapter 11  
-----X

**OBJECTION OF HIROTEC AMERICA, INC. TO NOTICE  
OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN  
EXECUTORY CONTRACTS AND (II) CURE COSTS RELATED THERETO**

Hirotec America, Inc. ("Hirotec"), hereby submits this objection (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto (the "Notice of Intent"), served upon Hirotec by the Debtors pursuant to this Court's Order Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement With Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the "Bidding Procedures Order"), and states as follows:

1. The Debtors commenced their voluntary Chapter 11 bankruptcy cases on June 1, 2009.
2. On June 2, 2009, this Court entered the Bidding Procedures Order, which includes procedures regarding Debtors' assumption and assignment of executory contracts.
3. Pursuant to the Bidding Procedures Order, the Debtors delivered a Notice of Intent to Hirotec apparently indicating that the Debtors intend to assume and assign some or all of the Debtors' contracts with Hirotec (the "Assumed Contracts").

4. Hirotec has no objection to the assumption of the Assumed Contract provided that the correct cure amounts are paid. However, the Debtors proposed cure payments for the Assumed Contracts are unclear and appear to be inadequate.

5. Additionally, the Notice of Intent does not include cure amounts for various pre-petition contracts between the Debtors and Hirotec which, upon information and belief, the Debtors may intend to assume.

6. Hirotec anticipates that these differences can be reconciled by mutual agreement. However, Hirotec files this objection out of an abundance of caution at this time due to the deadlines for filing objections and to preserve all rights related to the proposed assumption of the Assumed Contracts.

7. Hirotec reserves all rights to amend and/or supplement this objection.

**WHEREFORE**, Hirotec respectfully requests, only to the extent that the parties cannot reconcile the correct cure amounts and assumed contracts among themselves, that this Court require the Debtors to specifically identify each contract to be assumed or rejected, set the correct cure amounts, compel Debtors to pay the correct cure amounts for each assumed contract and grant such other and further relief as is just and appropriate.

Respectfully Submitted:

Dated: June 15, 2009

SCHAFFER AND WEINER, PLLC

By: /s/ Ryan D. Heilman  
Daniel J. Weiner (P32010)  
Ryan D. Heilman (P63952)  
40950 Woodward Ave., Ste. 100  
Bloomfield Hills, MI 48304  
248-540-3340  
rheilman@schaferandweiner.com  
Attorneys for Hirotec America, Inc.