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

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In re: : Chapter 11 Case No.  
: :  
GENERAL MOTORS CORP., *et al.* : 09-50026 (REG)  
: :  
: (Jointly Administered)  
Debtors :  
: Related Docket Nos. 92 and 274  
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**OBJECTION AND RESERVATION OF RIGHTS OF SPRINT NEXTEL CORPORATION TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

Sprint Nextel Corporation ("Sprint Nextel"), by and through its undersigned counsel, pursuant to section 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, hereby asserts its Objection and Reservation of Rights to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal

Property, and Unexpired Leases of Nonresidential Real Property And (II) Cure Amounts Related Thereto (a “Cure Notice”),<sup>1</sup> and respectfully states as follows:

1. On June 1, 2009 (the “Petition Date”), the above captioned debtors (the “Debtors”) filed their Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and FED. R. BANKR. P. 2002, 6004, and 6006 (I) 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 “Motion”).

2. An order approving the Motion was entered by this Court on June 2, 2009 [Docket No. 274] (the “Order”). In the Order, the Court approved, *inter alia*, certain procedures for the assumption and assignment of executory contracts and unexpired leases (the “Contract Procedures”).

3. Sprint Nextel and General Motors Corporation (“GM”) are parties to a certain “Nextel Corporate Account Term Service Agreement” dated January 31, 2005, as amended (the “Sprint Nextel Agreement”).

4. On June 9, 2009, Sprint Nextel received a Cure Notice (the “Sprint Nextel Cure Notice”) for 142 contracts described either as an ‘Agreement,’ ‘Real Property Lease,’ ‘Service Agreement,’ ‘License Agreement,’ or ‘Blanket Order’ (collectively, the “Cure

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given them in the Cure Notice found as Exhibit D to the Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and FED. R. BANKR. P. 2002, 6004, and 6006 (I) 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 [Docket No. 274].

Notice Contracts”). It is unclear as to whether the Sprint Nextel Cure Notice seeks to assume and assign the Sprint Nextel Agreement to the Purchaser.

5. The proposed cure cost relating to the Sprint Nextel Cure Notice as indicated by the Debtors’ web site is the aggregate amount of \$528,806.83.

6. Sprint Nextel’s records indicate that the net aggregate amount due and owing to Sprint Nextel as of the Petition Date pursuant to the Sprint Nextel Agreement is in excess of \$3.4 million (the “Actual Cure Cost”), leaving a Proposed Cure Cost shortfall of at least \$2,871,193.17 (the “Balance”) with respect to the Sprint Nextel Agreement. Additional information is needed from the Debtors to assess the Cure Notice Contracts and determine the Actual Cure Cost and Balance with respect to the Cure Notice Contracts.

7. Sprint Nextel does not object to the proposed assumption and assignment of the Cure Notice Contracts or the Sprint Nextel Agreement to the Purchaser. However, Sprint Nextel is filing this Cure Objection as a protective measure (a) to ensure that the Debtors meet and confer in good faith to attempt to reconcile and fix the Proposed Cure Cost and (b) to reserve its rights with respect to the Proposed Cure Cost.

8. Sprint Nextel is prepared to share with the Debtors information about, and invoices supporting, the Balance and to cooperate with the Debtors to determine the proper cure amounts owing under the Sprint Nextel Agreement and the Cure Notice Contracts.

#### **Reservation of Rights**

9. Sprint Nextel reserves the right to (a) amend, supplement, or otherwise modify this Objection and (b) raise such other and further objections on as may be determined by further investigation by Sprint Nextel or the Debtors into the Cure Notice Contract, the Sprint Nextel Agreement and/or the Proposed Cure Cost. Further, since this Cure Objection is filed with respect to the proposed assumption and assignment of the

Agreements and the amount of the Proposed Cure Cost set forth in the Sprint Nextel Cure Notice, Sprint Nextel reserves the right to file an additional objection to the extent that any supplemental or revised notices are served on Sprint Nextel.

WHEREFORE, Sprint Nextel Corporation respectfully requests this Court grant the relief requested in this Cure Objection and such other or further relief as is just and proper.

Dated: June 15, 2009  
New York, NY

SPRINT NEXTEL CORPORATION

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