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Central Conveyor Company

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

_____)	
In re:)	Case No. 09-50026 (REG)
)	(Jointly Administered)
GENERAL MOTORS CORPORATION)	
<i>et al.</i> ,)	Chapter 11
)	
Debtors.)	
)	
_____)	

**LIMITED OBJECTION OF CENTRAL CONVEYOR COMPANY TO THE
DEBTORS PROPOSED ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS BASED ON THE CURE
AMOUNTS PROPOSED IN CONNECTION THEREWITH**

Central Conveyor Company, pursuant to the procedures set forth in 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 (the "Sale Procedures Order") [Docket No. 274] hereby objects on a limited basis ("Objection") to the proposed assumption and assignment of the

Assumable Executory Contracts¹ to which Central Conveyor Company may be a party, based the proposed Cure Amount. In further support of its Objection, Central Conveyor Company respectfully states as follows:

1. Pursuant to Sale Procedures Order, GM has sent to Central Conveyor Company its Notice of (I) 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 (the “Central Conveyor Company Notice”). The Central Conveyor Company Notice indicates that GM intends to assume and assign executory contracts between GM and Central Conveyor Company in connection with GM’s proposed sale of its assets and operations. The Central Conveyor Company Notice provides for Central Conveyor Company to review the Cure Amount proposed by GM.

2. Subsequent to the delivery of the Central Conveyor Company Notice, Central Conveyor Company has reviewed the information provided as to Cure Amount. Central Conveyor Company believes that the Cure Amount fails to include certain amounts that are outstanding and should be included. Specifically, the Cure Amount should be \$521,824.45.

3. Central Conveyor Company objects to the proposed assumption and assignment of its Assumable Executory Contracts, solely on the basis of the Cure Amount proposed, to the extent such amounts remain partially unreconciled as of the date of this Objection.

4. Because the legal points and authorities upon which Central Conveyor Company relies for purposes of this Objection are incorporated into the Objection. Central Conveyor Company

¹ Capitalized terms used in this Objection and not specifically identified herein have the meaning ascribed to those terms in the Sale Procedures Order.

respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.

WHEREFORE, Central Conveyor Company respectfully requests that the Court condition the proposed assumption of Central Conveyor Company's Assumable Executory Contracts on the payment by GM of the full amounts required for cure, and further order such other relief as may be just and equitable.

Dated: June 15, 2009

/S/ Cliff A. Katz
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