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Attorneys for AIRTEX PRODUCTS, L.P.

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

In re)	Case No. 09-50026 (REG)
)	
GENERAL MOTORS CORP., et al.,)	Chapter 11
)	
Debtors.)	(Jointly Administered)
)	
_____)	

**LIMITED OBJECTION TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND
ASSIGN CERTAIN EXECUTORY CONTRACTS AND (II) CURE AMOUNTS
RELATED THERETO**

Airtex Products, L.P. ("Airtex"), a party in interest, files this limited objection and reservation of rights to the Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m) and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other

Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (Docket No. 92) (the "Sale Motion") and states as follows:

Airtex is a party to certain executory contracts (the "Contracts") with General Motors Corporation. No cure amount has been listed for Airtex's Contracts on the Contract Website established by Debtors to provide dealers with contract information. However, \$96,575.94 is owed to Airtex under the Contracts. A spreadsheet detailing the additional amounts owed is attached hereto as Exhibit "A" and by this reference made a part hereof. Before any of the Contracts are assumed or assigned by Debtors, the cure amount of \$96,575.94 should be acknowledged by Debtors as due and owing to Airtex.

Airtex reserves its right to supplement this objection with additional legal or factual arguments.

Dated: June 15, 2009

LATHAM & WATKINS LLP

/s/ Mitchell Seider

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EXHIBIT A

Customer Number	Customer Location	PO Number	Invoice Number	Transaction Date	Due Date	Balance Due	Comments	Class	Days Late
2130	GM North America - A18415	GM 47998	16362660	1/2/2009	3/2/2009	233.04	E-MAILED	Invoice	105
2130	GM North America - A18415	GM 47998	16388059	4/23/2009	6/2/2009	134.40	INV COPY /	Invoice	13
2130	General Motors Service Parts OperaA67181	4202916	16390548	5/5/2009	7/2/2009	83.74		Invoice	-17
2130	General Motors Service Parts OperaA67181	4218089	16390554	5/5/2009	7/2/2009	92.55		Invoice	-17
2130	General Motors Service Parts OperaA67181	4234350	16390564	5/5/2009	7/2/2009	83.74		Invoice	-17
2130	General Motors Service Parts OperaA67181	4272797	16391342	5/7/2009	7/2/2009	78.38		Invoice	-17
2130	General Motors Service Parts OperaA67181	4218089	16391406	5/8/2009	7/2/2009	49.50		Invoice	-17
2130	General Motors Service Parts OperaA67181	4326847	16392117	5/12/2009	7/2/2009	167.48		Invoice	-17
2130	General Motors Service Parts OperaA67181	4354052	16392850	5/14/2009	7/2/2009	168.22		Invoice	-17
2130	General Motors Service Parts OperaA67181	4445114	16394318	5/21/2009	7/2/2009	57.59		Invoice	-17
2130	General Motors Service Parts OperaA67181	4473563	16394578	5/22/2009	7/2/2009	83.74		Invoice	-17
2130	General Motors Service Parts OperaA67181	4474034	16394584	5/22/2009	7/2/2009	68.08		Invoice	-17
2130	General Motors Service Parts OperaA67181	4458412	16394600	5/22/2009	7/2/2009	45.68		Invoice	-17
2130	General Motors Service Parts OperaA67181	4459408	16395022	5/26/2009	7/2/2009	57.59		Invoice	-17
2130	General Motors Service Parts OperaA67181	4544975	16396074	5/29/2009	7/2/2009	167.48		Invoice	-17
2130	GM North America - A18415	CN 47998	16389782	5/31/2009	7/2/2009	116.52		Invoice	-17
2130	GM North America - A18415	GM 47998	16389785	5/31/2009	7/2/2009	343.03		Invoice	-17
2130	GM North America - A18415	GM 47998	16391350	5/7/2009	7/2/2009	6,564.00		Invoice	-17
2130	GM North America - A18415	CN 47998	16391354	5/7/2009	7/2/2009	93.70		Invoice	-17
2130	GM North America - A18415	GM 47998	16391356	5/7/2009	7/2/2009	7,239.61		Invoice	-17
2130	GM North America - A18415	GM 47998	16391357	5/7/2009	7/2/2009	268.80		Invoice	-17
2130	GM North America - A18415	GM 47998	16391358	5/7/2009	7/2/2009	75.26		Invoice	-17
2130	GM North America - A18415	GM 47998	16392663	5/14/2009	7/2/2009	114.81		Invoice	-17
2130	GM North America - A18415	GM 47998	16392841	5/14/2009	7/2/2009	41,608.33		Invoice	-17
2130	GM North America - A18415	CN 47998	16392844	5/14/2009	7/2/2009	116.52		Invoice	-17
2130	GM North America - A18415	GM 47998	16392846	5/14/2009	7/2/2009	294.48		Invoice	-17
2130	GM North America - A18415	GM 47998	16392936	5/15/2009	7/2/2009	1,353.56		Invoice	-17
2130	GM North America - A18415	GM 47998	16392939	5/15/2009	7/2/2009	3,469.80		Invoice	-17
2130	GM North America - A18415	GM 47998	16394314	5/21/2009	7/2/2009	14,314.72		Invoice	-17
2130	GM North America - A18415	GM 47998	16394315	5/21/2009	7/2/2009	4,555.32		Invoice	-17
2130	GM North America - A18415	GM 47998	16394327	5/21/2009	7/2/2009	116.52		Invoice	-17
2130	GM North America - A18415	CN 47998	16394595	5/22/2009	7/2/2009	64.23		Invoice	-17
2130	GM North America - A18415	GM 47998	16395700	5/28/2009	7/2/2009	6,429.75		Invoice	-17
2130	GM North America - A18415	CN 47998	16395712	5/28/2009	7/2/2009	2,124.79		Invoice	-17
2130	GM North America - A18415	GM 47998	16395718	5/28/2009	7/2/2009	5,624.46		Invoice	-17
2130	GM North America - A18415	GM 47998	16395723	5/28/2009	7/2/2009	116.52		Invoice	-17
						Cure Amount			
						96,575.94			

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Airtex Products, L.P.'s Limited Objection to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and (II) Cure Amounts Related Thereto was served on June 15, 2009 automatically through the Court's ECF system to all parties having registered in these Chapter 11 cases under the Court's CM/ECF system, and via overnight Federal Express on the parties identified below:

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U.S. Trustee:

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DATED: June 15, 2009

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