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Attorneys for JTEKT Automotive Tennessee – Vonore, Co., JTEKT Automotive Tennessee-Morristown, Inc., Toyoda Machinery USA, JTEKT North America, Inc., Koyo Corporation of USA, JTEKT Automotive Virginia Inc., and JTEKT Corporation

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

In re

General Motors Corp., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

OBJECTION OF JTEKT AUTOMOTIVE TENNESSEE – VONORE, CO., JTEKT AUTOMOTIVE TENNESSEE-MORRISTOWN, INC., TOYODA MACHINERY USA, JTEKT NORTH AMERICA, INC., KOYO CORPORATION OF USA, JTEKT AUTOMOTIVE VIRGINIA INC., AND JTEKT CORPORATION TO THE DEBTORS' NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL PROPERTY

JTEKT Automotive Tennessee – Vonore, Co., JTEKT Automotive Tennessee-Morristown, Inc., Toyoda Machinery USA, JTEKT North America, Inc., Koyo Corporation of

USA, JTEKT Automotive Virginia Inc., and JTEKT Corporation (the “JTEKT Entities”), by and through their undersigned counsel, for their objection (the “Cure Objection”) to the proposed cure amount (the “Cure Amount”) listed on the Debtors’ Contract Notices website (the “Website”) pursuant to this Court’s Sale Procedures Order and paragraph A of the Assumption and Assignment Notice respectfully represent:

1. On June 1, 2009 (the “Petition Date”), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

2. Prior to the Petition Date, the JTEKT Entities entered into various contracts, purchase orders, and agreements whereby they would provide goods and services in exchange for timely payments of same by the Debtors (collectively, the “Contracts”).

3. Pursuant to the Sale Procedures Order, the Debtors delivered its Assumption and Assignment Notice dated June 5, 2009 which included instructions to access the Website on which the JTEKT Entities could view a listing of those executory contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of its assets, and by its calculations (the “Executory Contracts”), the Cure Amount in connection with such contract or leases.

4. At the time this Cure Objection was filed, the Website identified the Executory Contracts and the Cure Amount of \$1,158,660.72 due and owing to JTEKT Corp. under the Executory Contracts.

5. The JTEKT Entities do not object to the assumption and assignment of the Executory Contracts *per se* and have begun, or are prepared to begin, their efforts to reach a consensual resolution of a dispute over the Cure Amount with the Debtors. However, as the

dispute has not yet been resolved, the JTEKT Entities, for purposes of preserving their objection rights as to the Cure Amount, makes this Cure Objection pursuant to paragraph 8 of the Assumption and Assignment Notice.

Objection to the Cure Amount and Debtor's Failure to List Agreements

6. The JTEKT Entities object to the identification of JTEKT Corp. as the only supplier to whom the Cure Amount is owed. In fact, the Cure Amount is owed to JTEKT Automotive Tennessee – Vonore, Co., JTEKT Automotive Tennessee-Morristown, Inc., Toyota Machinery USA, JTEKT North America, Inc., Koyo Corporation of USA, JTEKT Automotive Virginia Inc., and JTEKT Corporation.

7. The JTEKT Entities object to the Cure Amount listed on the Website at the time this Cure Objection was filed as it does not fully cure and compensate the JTEKT Entities for the Debtors' default(s). According to the JTEKT Entities' books and records, the correct Cure Amount for the Executory Contracts, is approximately 3,104,983.98¹ JPY and \$ 2,715,339.41².

8. The JTEK Entities also object to the Debtors' failure to list the following two service parts agreements as part of the Executory Contracts: GM Contract Number 123026, between the Debtors and JTEK North America, Inc., and GM Contract Number 124610, between the Debtors and JTEKT Automotive Tennessee – Vonore, Co. From the JTEKT Entities' perspective, these two service parts agreements should be assumed because these agreements are indispensable part of the corresponding parts supply agreements the Debtors propose to assume.

¹ This amount is owed to JTEKT Corporation.

² This amount is comprised of amounts owed to the following JTEKT entities: Koyo Corporation of USA is owed \$20,689.28. JTEKT North America, Inc. is owed \$746.97. JTEKT Automotive Virginia, Inc. is owed \$2,229,539.16. Toyota Machinery USA is owed \$9,870.00. JTEKT Automotive Tennessee-Morristown Inc. is owed \$136,982.39. JTEKT Automotive Tennessee – Vonore, Co. is owed \$317,511.61.

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CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2009, I caused to be filed by electronic filing with the United States Bankruptcy Court for the Southern District of New York the Objection of JTEKT Automotive Tennessee – Vonore, Co., JTEKT Automotive Tennessee-Morristown, Inc., Toyota Machinery USA, JTEKT North America, Inc., Koyo Corporation of USA, JTEKT Automotive Virginia Inc., and JTEKT Corporation to the Debtors’ Notice of Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property, using the ECF system which will send notification of such filing to registered users in the case; and to be served via E-Mail and U.S. Mail on the following at the addresses set forth below.

Diana G. Adams, Esq. Office of the U.S. Trustee for the Southern District of New York 33 Whitehall Street, 21 st Floor New York, NY 10004	Warren Command Center Mailcode 480-206-114 General Motors Corporation Cadillac Building 30009 Van Dyke Avenue Warren, MI 48090-9025
Harvey Miller, Esq. Stephen Karotkin, Esq. Joseph H. Smolinsky, Esq. Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 harvey.miller@weil.com stephen.karotkin@weil.com joseph.smolinsky@weil.com	John J. Rapisardi, Esq. Cadwalader, Wickersham & Taft LLP One World Financial Center New York, NY 10281 john.rapisardi@cwt.com

<p>Matthew Feldman, Esq. U.S. Department of Treasury 1500 Pennsylvania Avenue NW, Room 2312 Washington, DC 20220</p>	<p>Michael J. Edelman, Esq. Michael L. Schein, Esq. Vedder Price, P.C. 1633 Broadway, 47th Floor New York, NY 10019 mjedelman@vedderprice.com mschein@vedderprice.com</p>
<p>Kenneth Eckstein, Esq. Thomas Moers Mayer, Esq. Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 keckstein@kramerlevin.com tmayer@kramerlevin.com</p>	<p><u>Chambers Copy</u> Hon. Robert E. Gerber United States Bankruptcy Court Southern District of New York One Bowling Green, Room 621 New York, NY 10004-1408</p>

Dated: New York New York
June 15, 2009

BUTZEL LONG, a professional corporation

By: /s/ Robert Sidorsky
Robert Sidorsky, Esq.