

FOLEY & LARDNER LLP
Ann Marie Uetz (*Pro Hac Vice Admission Pending*)
Thomas B. Spillane (*Pro Hac Vice Admission Pending*)
One Detroit Center
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800

*Attorneys for Henniges Automotive Holding, Inc.
and certain of its affiliates and subsidiaries*

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

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

**LIMITED OBJECTION OF HENNIGES AUTOMOTIVE HOLDING, INC. AND
CERTAIN OF ITS AFFILIATES AND SUBSIDIARIES TO ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND CURE
AMOUNTS RELATED THERETO AS TO CURE AMOUNT ONLY**

Henniges Automotive Holding, Inc. and certain of its affiliates and subsidiaries (collectively, “Supplier”), by its attorneys Foley & Lardner LLP, hereby submits this objection (the “Objection”) to the Debtors’ assumption and assignment of certain executory contracts and the Debtor’s proposed Cure Amounts related thereto. In support of its Objection, Supplier states as follows:

PRELIMINARY STATEMENT

1. Supplier is in receipt of that certain Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Real Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Assumption and

Assignment Notice”), dated June 5, 2009, in which the Debtors designate certain agreements (the “Assumable Executory Contracts”) between Supplier and the Debtors that may be assumed and assigned to Vehicle Acquisition Holdings LLC (the “Purchaser”).

2. Supplier reserves its rights to object to any additional and/or amended notice of assumption and assignment received from the Debtors and/or the Purchaser and to any changes to the information contained on the secure website referenced in the Assumption and Assignment Notice.

ARGUMENT

I. The Proposed Cure Amount Is Inadequate

3. In the exhibit to the Assignment Notice, the Debtors assert that the Cure Amount for the Assumable Executory Contracts is \$2,427,468.02. The Debtors claim that this amount is sufficient to cure all prepetition defaults under the Designated Agreements as of June 1, 2009 (the “Commencement Date”).

4. The proposed Cure Amount does not accurately reflect all prepetition defaults and is therefore insufficient.

5. The proposed Cure Amount does not include any post-petition defaults and is therefore insufficient.

6. Section 365(b)(1)(A) of the Bankruptcy Code provides that the trustee may not assume an executory contract unless the trustee “cures, or provides adequate assurance that the trustee will promptly cure” any default under the contract. 11 U.S.C. § 365(b)(1)(A). Congress’ intent in imposing cure and adequate assurance conditions on the ability of a debtor to assume an executory contract was to ensure that contracting parties receive the full benefit of their bargain if they are forced to continue performance. *See In re Ionosphere Clubs, Inc.*, 85 F.3d 992, 999

(2d Cir. 1996). Resolution of claims of default arising under an assumed contract seeks to restore the debtor-creditor relationship to pre-default conditions, thereby bringing the contract back into compliance with its terms. *In re Wireless Data, Inc.*, 547 F.3d 484 (2d Cir. 2008).

7. Debtors must cure all defaults under the Assumable Executory Contracts, including pre-petition defaults and post-petition defaults.

8. The Debtors' proposed Cure Amount would deprive Supplier of the full benefit of its bargain and would fail to restore the parties to pre-default conditions.

9. The correct amount required to cure all prepetition and post-petition defaults is approximately \$7,130,950.53 (see Exhibit A). This amount may be subject to change.

10. "Cure Amounts" are defined in the Master Sale and Purchase Agreement as "all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by the applicable Seller and assignment to Purchaser of the Purchased Contracts." The proposed Cure Amount does not include defaults accruing during the period after June 1, 2009. Supplier reserves the right to submit such additional amounts to be added to the amount stated in the paragraph above.

RELIEF REQUESTED

WHEREFORE, Supplier requests that the Court enter an order reflecting the correct cure amount in this case, and otherwise denying the Debtor's request to assume and assign the Assumable Executory Contracts with the Cure Amount as stated by GM, and grant such other and further relief as the Court deems just and proper.

Dated: June 15, 2009

FOLEY & LARDNER LLP

/s/ Ann Marie Uetz

Ann Marie Uetz (*Pro Hac Vice Admission Pending*)
Thomas B. Spillane (*Pro Hac Vice Admission Pending*)
FOLEY & LARDNER LLP
One Detroit Center
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800

*Attorneys for Henniges Automotive Holding, Inc.
and certain of its affiliates and subsidiaries*

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

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

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2009, I caused the *Limited Objection Of Henniges Automotive Holding, Inc. And Certain Of Its Affiliates And Subsidiaries To Assumption And Assignment Of Certain Executory Contracts And Cure Amounts Related Thereto As To Cure Amount Only* to be served via U.S. Mail on the following at the addresses set forth below:

General Motors Corporation
Attn: Warren Command Center
Mail Code 480-206-114
30009 Van Dyke Avenue
Warren, Michigan 48090-9025

Weil, Gotshal & Manges LLP
Attorneys for the Debtors
Attn: Harvey R. Miller, Esq.
Stephen Karotkin, Esq.
Joseph H. Smolinsky, Esq
767 Fifth Avenue
New York, New York 10153

U.S. Treasury
Attn: Matthew Feldman, Esq.
1500 Pennsylvania Avenue NW
Room 2312
Washington, D.C. 20220

Cadwalader, Wickersham & Taft LLP
Attn: John J. Rapisardi, Esq.
Attorneys for the Purchaser
One World Financial Center
New York, New York 10281

Vedder Price, P.C.
Michael J. Edelman, Esq.
Michael L. Schein, Esq.
Attorneys for Export Development Canada
1633 Broadway, 47th Floor,
New York, New York 10019

Office of the United States Trustee
Southern District of New York
Attn: Diana G. Adams, Esq.
33 Whitehall Street, 21st Floor
New York, New York 10004

Kramer Levin Naftalis & Frankel LLP
Attorneys for the Official Committee of
Unsecured Creditors
Attn: Gordon Z. Novod, Esq.
1177 Avenue Of The Americas
New York, NY 10036

Dated: June 15, 2009

FOLEY & LARDNER LLP

/s/ Ann Marie Uetz

Ann Marie Uetz (*Pro Hac Vice Admission Pending*)

500 Woodward Avenue, Suite 2700

Detroit, MI 48226-3489

Telephone: (313) 234-7100

Facsimile: (313) 234-2800

*Attorneys for Henniges Automotive Holding, Inc.
and certain of its affiliates and subsidiaries*

Cure Amounts GM US Henniges Automotive Holdings, Inc.		Ultimate DUNS	809133775	
Legal entity	Location	Remit DUNS	Ship from DUNS	Amount
Henniges Automotive Iowa, Inc.	Iowa, Keokuk	615319126	009971289	1,285,456.85
Henniges Automotive Oklahoma, Inc.	Oklahoma, Frederick	086746310	096141098	1,652,482.12
Henniges Automotive Mexico S.A. de C.v.	Torreon, Mexico	812452852	145390643	264,655.24
Henniges Automotive Schlegel Canada, Inc.	Ontario / Oakville, Canada	201345410	248752024	62,848.22
Henniges Automotive Sealing Systems, Inc.				2,613,959.38
	New Haven	071247282	053495482	
	New Haven	185054889	053495482	
	New Haven / PTI-Starboard	185054889	000156737	
Henniges Automotive Sealing Systems Canada, Inc.	Welland	201812609	201657939	897,562.63
Henniges Automotive North America, Inc.	Farmington Hills, Michigan	086746310	086746310	17,960.18
Henniges Automotive Sealing Systems North America, Inc.	Farmington Hills, Michigan	176784585	176784585	203,603.47
Henniges Automotive Sealing Systems Mexico S.A. de C.V.	Guadalajara, Mexico	812554723	812554723	132,422.26
Total Cure Amount				7,130,950.35