

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**RESPONSE OF ENOVAPREMIER OF MICHIGAN LLC TO DEBTORS’
PROPOSED CURE AMOUNT WITH RESPECT TO
ASSUMPTION AND ASSIGNMENT OF CONTRACT**

EnovaPremier of Michigan LLC (“Enova”), by and through counsel, as and for its response to the proposed cure amount with respect to the Debtors’ proposed assumption and assignment of its executory contract with Enova as set forth in the Debtors’ Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of personal Property and Unexpired Leases of Non-Residential Real Property and (ii) Cure Costs Related Thereto (the “Cure Notice”), states as follows:

1. On June 1, 2009, the Debtors filed their voluntary petitions relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).
2. On June 2, 2009, the Court entered its order approving the Debtors’ proposed bidding procedures for the sale of their assets (the “Bid Procedures Order”).
3. After entry of the Bid Procedures Order, the Debtors delivered a Cure Notice to Enova. This Cure Notice listed a cure amount that does not include an Enova invoice dated May 26, 2009 which apparently, had not yet been entered into the Debtors’ records at the time of their filings. However, that invoice, and the other invoices listed in the Cure Notice, have been resolved in the Trade Agreement entered into by Enova and the Debtors.

4. Accordingly, Enova does not object to the assumption and assignment of its contract with the Debtors, but notes that the amount listed in the Cure Notice does not reflect the resolution resulting from the Trade Agreement.

WHEREFORE, Enova requests that the cure amount to be paid as a condition to the Debtors' assumption and assignment of the executory contract with Enova, be adjusted upon the Debtors' performance of their obligations under the Trade Agreement.

Respectfully submitted,

s/Richard L. Ferrell

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on this 16th day of June, 2009, a copy of the foregoing was served via this Court's electronic ECF system on the parties entitled to notice and/or by electronic mail, overnight mail or facsimile on the following parties at the addresses indicated:

Overnight Mail
General Motors Corporation
30009 Van Dyke Avenue
Warren, MI 48090
Attn: Warren Command Center
Mailcode 48090-9025

Overnight Mail
U.S. Treasury
1500 Pennsylvania Ave. NW
Rm 2312
Washington, DC 20220
Attn: Mathew Feldman

Overnight Mail
Cadawalader, Wickerksham & Taft LLP
One World Financial Center
New York, New York 10281
Attn: John J. Rapisardi

Overnight Mail
Office of the U.S. Trustee
33 White Hall St. 21st Flr.
New York, NY 10004
Attn: Diana Adams

/s/Richard L. Ferrell