JONATHAN R. SCHULZ (MI P70927) Admitted *Pro Hac Vice* BUSH SEYFERTH & PAIGE PLLC 3001 W. Big Beaver Rd., Suite 600 Troy, MI 48084 Telephone: (248) 822-7807 Facsimile: (248) 822-7857 E-Mail: <u>schulz@bsplaw.com</u>

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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	:	Chapter 11
In re:	:	
	:	Case No. 09-50026 (REG)
General Motors Corp., et al.,	:	
	:	(Jointly Administered)
Debtors.	:	· · · · · · · · · · · · · · · · · · ·
	v	

IEE SENSING, INC.'S OBJECTION TO THE NOTICE OF DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY

IEE Sensing, Inc., ("IEE") by its undersigned counsel, hereby objects ("Objection") to the Notice of Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property ("Assignment Notice"). IEE objects to the Assignment Notice because is does not accurately state the Cure Costs due to IEE. In further support of its Objection, IEE states:

1. On or about June 15, 2009, Debtors issued the Assignment Notice. The Assignment Notice directed the recipient to view on Debtors' dedicated website the proposed cure amount for the contracts to be assumed and assigned. The Assignment Notice did not, however, provide IEE with a user name and password to access the information contained on the website. *See* Exhibit A. Accordingly, IEE was unable to access the website to view the proposed cure amount for the contracts to be assumed and assigned.

2. On or about June 29, 2009, Debtors issued a Second Assignment Notice ("Second Notice") to IEE. The Second Notice provided IEE with a user name and password to view on Debtors' dedicated website the proposed cure amount for the contracts to be assumed and assigned. *See* Exhibit B. IEE was then able, for the first time, to access the website to view the proposed cure amount for the contracts to be assumed and assigned.

3. Pursuant to the Assignment Notice, Second Notice and the information provided by Debtors' dedicated website, IEE is a party to Designated Agreements proposed to be assigned and assumed. The purported Cure Costs owing to IEE as a result of services provided to Debtors by IEE pursuant to the Designated Agreements is \$72,600.00.

4. According to IEE's books and records, Debtors actually owe IEE an additional\$91,800.00, for a total of \$164,400.00 in Cure Costs. *See* Exhibit C.

5. The IEE Designated Agreements cannot be assumed without concurrent cure of all amounts owing to IEE under such Agreements. Section 365(b) of the Bankruptcy Code requires a debtor to fully cure pre-petition defaults before assuming an executory contract.

6. Therefore, Debtors must pay IEE the cure amount of \$164,400.00 in order to assume and assign the IEE Designated Agreements.

7. IEE reserves the right to amend, supplement or otherwise modify this Objection and all exhibits hereto as necessary and proper, and to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Costs, with respect to the proposed assumption and assignment of the IEE Designated Agreements.

WHEREFORE, IEE respectfully requests that the Court enter an Order (i) sustaining this Objection, (ii) requiring Debtors to pay to IEE Cure Costs in the amount of \$164,400.00 if they

2

wish to assume and assign the IEE Designated Agreements and (iii) granting other such relief as deemed appropriate.

Respectfully submitted,

BUSH SEYFERTH & PAIGE PLLC Attorneys for IEE Sensing, Inc.

Dated: July 6, 2009

By: /s/ Jonathan R. Schulz

Jonathan R. Schulz (MI P70927) Admitted *Pro Hac Vice* 3001 W. Big Beaver Rd., Suite 600 Troy, MI 48084 Telephone: (248) 822-7807 Facsimile: (248) 822-7857 E-Mail: schulz@bsplaw.com

SOUTHERN DISTRICT OF NEW YORK		
In re	x : :	Chapter 11 Case No.
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
Debtors.	:	(Jointly Administered)

NOTICE OF (I) DEBTORS' 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

PLEASE TAKE NOTICE THAT:

By motion dated June 1, 2009 (the "Motion"), General Motors 1. Corporation ("GM") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"),¹ sought, among other things, authorization and approval of (a) the sale of substantially all the Debtors' assets pursuant to that certain Master Sale and Purchase Agreement and related agreements (the "MPA") among the Debtors (the "Sellers") and Vehicle Acquisition Holdings LLC (the "Purchaser"), a purchaser sponsored by the United States Department of the Treasury (the "U.S. Treasury") (the "363 Transaction"), free and clear of liens, claims, encumbrances, and interests, (b) certain proposed procedures to govern the sale process and provide for the submission of any competing bids for substantially all the Debtors' assets (the "Sale Procedures"), (c) the assumption and assignment of certain executory contracts (the "Contracts") and unexpired leases of personal property and of nonresidential real property (collectively, the "Leases") in connection with the 363 Transaction, (d) that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") to be executed at the closing of the 363 Transaction (the "UAW Retiree Settlement Agreement"), and (e) scheduling a final hearing for approval of the 363 Transaction (the "Sale Hearing").²

¹ The Debtors and their respective Tax ID numbers are as follows: General Motors Corporation, Tax ID No. 38-0572515; Saturn, LLC, Tax ID No. 38-2577506; Saturn Distribution Corporation, Tax ID No. 38-2755764; and Chevrolet-Saturn of Harlem, Inc., Tax ID No. 20-1426707.

² Copies of the Motion and the MPA (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors' claims and noticing agent, The Garden City Group, Inc., at http://www.gmcourtdocs.com.

2. The MPA, which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all the Debtors' assets, defined as the "Purchased Assets" in Section 2.2(a) of the MPA, including certain Contracts and Leases, subject to higher or better offers.

3. The MPA contemplates, and the proposed order approving the Motion (the "<u>Sale Order</u>"), if approved, shall authorize the assumption and assignment to the Purchaser of certain Contracts and Leases pursuant to section 365 of title 11, United States Code (the "<u>Bankruptcy Code</u>"). The Sellers maintain a schedule containing Contracts and Leases that the Debtors may assume and assign to the Purchaser (collectively, the "<u>Assumable Executory</u> <u>Contracts</u>"). You are receiving this Notice because you are a party to one or more of the Assumable Executory Contracts.

4. THE SCHEDULE CONTAINS A LIST OF ASSUMABLE EXECUTORY CONTRACTS THAT <u>MAY</u> BE ASSUMED. THE PURCHASER RESERVES THE RIGHT UNDER THE MPA TO EXCLUDE ANY ASSUMABLE EXECUTORY CONTRACT FROM THE LIST OF ASSUMABLE EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED BY NO LATER THAN THE DESIGNATION DEADLINE DISCUSSED IN PARAGRAPH 13 BELOW.

5. The Debtors maintain a secure website which contains information about your Assumable Executory Contract, including amounts that the Debtors believe must be paid to cure all prepetition defaults under the respective Assumable Executory Contracts as of the Commencement Date in accordance with section 365(b) of the Bankruptcy Code (the "<u>Cure Amounts</u>"). In order to view the Cure Amount for the Assumable Executory Contract to which you are a party, you must log onto <u>http://www.contractnotices.com</u> (the "<u>Contract Website</u>"). To log on, please use the user name and password provided to you with this notice. The username and password will enable you to access the Cure Amount for the particular Assumable Executory Contract to which you are a party.

6. Please review the Cure Amount for your Assumable Executory Contract. In some instances, additional terms or conditions of assumption and assignment with respect to a particular Assumable Executory Contract are provided on the Contract Website.

7. Objections, if any, to the proposed assumption and assignment of the Assumable Executory Contracts (the "<u>Contract Objections</u>"), including objections to the Cure Amount, must be made in writing and filed with the United States Bankruptcy Court for the Southern District of New York (the "<u>Bankruptcy Court</u>") so as to be received **no later than ten** (10) days after the date of this Notice (the "<u>Objection Deadline</u>") by (i) the Debtors, c/o General Motors Corporation, Cadillac Building, 30009 Van Dyke Avenue, Warren, Michigan 48090-9025 (Attn: Warren Command Center, Mailcode 480-206-114); (ii) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (iii) the U.S. Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the Purchaser, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the attorneys for the Creditors Committee; (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.).

If a timely Contract Objection is filed solely as to the Cure Amount (a 8. "Cure Objection"), then the Assumable Executory Contract shall nevertheless be assumed and assigned to the Purchaser on the Assumption Effective Date (as hereinafter defined), the Purchaser shall pay the undisputed portion of the Cure Amount on or as soon as reasonably practicable after the Assumption Effective Date, and the disputed portion of the Cure Amount shall be determined as follows and paid as soon as reasonably practicable following resolution of such disputed Cure Amount: To resolve the Cure Objection, the Debtors, the Purchaser, and the objecting non-Debtor counterparty to the Assumable Executory Contract (the "Non-Debtor Counterparty") shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. The Call Center (as defined in paragraph 18) has been established by the Debtors for this purpose. If the Debtors determine that the Cure Objection cannot be resolved without Bankruptcy Court intervention, then the Cure Amount will be determined as follows: (a) with respect to Assumable Executory Contracts pursuant to which the Non-Debtor Counterparty has agreed to an alternative dispute resolution procedure, then, according to such procedure; and (b) with respect to all other Assumable Executory Contracts, by the Bankruptcy Court at the discretion of the Debtors either at the Sale Hearing or such other date as determined by the Bankruptcy Court.

9. If a timely Contract Objection is filed that objects to the assumption and assignment on a basis other than the Cure Amount, the Debtors, the Purchaser, and the objecting Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If the Debtors determine that the Contract Objection cannot be resolved without Bankruptcy Court intervention, then, at the discretion of the Sellers and the Purchaser, the Contract Objection shall be determined by the Bankruptcy Court at the Sale Hearing or such other date as determined by the Bankruptcy Court. If the Bankruptcy Court determines at such hearing that the Assumable Executory Contract should not be assumed and assigned, then such Executory Contract or Lease shall no longer be considered an Assumable Executory Contract.

10. If the Debtors, the Purchaser, and the Non-Debtor Counterparty resolve any Contract Objection, they shall enter into a written stipulation (the "<u>Assumption Resolution</u> <u>Stipulation</u>"), which stipulation is not required to be filed with or approved by the Bankruptcy Court.

11. If you agree with the respective Cure Amount(s) listed in the Contract Website with respect to your Assumable Executory Contract, and otherwise do not object to the Debtors' assumption and assignment of your Assumable Executory Contract, you are not required to take any further action.

12. Unless a Contract Objection is filed and served before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Assumable Executory Contract and the Cure Amount for your Assumable Executory Contract, and you shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Purchaser.

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13. Up to the date that is thirty (30) days following the closing of the 363 Transaction, or if such date is not a Business Day (as defined in the MPA), the next Business Day, or such other later date as mutually agreed upon by the Purchaser and the Debtors (the "Designation Deadline"), the Purchaser may, in its sole discretion, subject to certain limitations specified in the MPA (applicable only as between the parties thereto), exclude any of the Assumable Executory Contracts by providing notice on the Contract Website. Upon such designation, the Contract or Lease referenced therein shall no longer be considered an Assumable Executory Contract, shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors. Until the Designation Deadline, the Purchaser also may, subject to certain limitations specified in the MPA (applicable only as between the parties thereto) designate additional Contracts or Leases as Assumable Executory Contracts to be assumed and assigned by providing notice to the affected Non-Debtor Counterparties. The Contract Website shall be updated from time to time to reflect the then current status of your Contract or Lease as well as the proposed effective date (the "Proposed Assumption Effective Date"), if any, of the assumption and assignment of particular Contracts or Leases.

14. The Debtors' decision to assume and assign the Assumable Executory Contracts is subject to Bankruptcy Court approval and consummation of the 363 Transaction, and, absent such consummation, each of the Assumable Executory Contracts will not be assumed or assigned to the Purchaser and shall in all respects be subject to further administration under the Bankruptcy Code. All Assumable Executory Contracts will be assumed and assigned to the Purchaser on the date (the "Assumption Effective Date") that is the later of (i) the Proposed Assumption Effective Date and (ii) the date following expiration of the Objection Deadline if no Contract Objection, other than to the Cure Amount, has been timely filed, or, if a Contract Objection, other than to the Cure Amount, has been filed, the date of the Assumption Resolution Stipulation or the date of a Bankruptcy Court order authorizing the assumption and assignment to the Purchaser of the Assumable Executory Contract. Until the Assumption Effective Date, assumption and assignment of the Assumable Executory Contracts is subject to the Purchaser's rights to modify the designation of Assumable Executory Contracts as set forth in paragraph 13 above. Except as otherwise provided by the MPA, the Purchaser shall have no rights in and to a particular Assumable Executory Contract prior to the Assumption Effective Date.

15. The inclusion of any document on the list of Assumable Executory Contracts shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or Lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved.

16. Any Contract Objection shall not constitute an objection to the relief generally requested in the Motion (e.g., the sale of the Purchased Assets by the Debtors to the Purchaser free and clear of liens, claims, encumbrances, and interests), and parties wishing to object to the relief generally requested in the Motion must file and serve a separate objection in accordance with the procedures approved and set forth in the order of the Bankruptcy Court approving the Sale Procedures.

17. If a party other than the Purchaser is determined to be the highest or best bidder for the assets to be sold pursuant to the 363 Transaction, you will receive a separate notice

providing additional information regarding the treatment of your Contract or Lease; *provided*, *however*, that if the applicable Cure Amount has been established pursuant to the procedures set forth in this Notice, it shall not be subject to further dispute if the new purchaser seeks to acquire such contract or Lease.

18. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States) (the "<u>Call Center</u>").

Dated: New York, New York June 15, 2009

> <u>/s/ Stephen Karotkin</u> Harvey R. Miller Stephen Karotkin Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

REC'S 6/29/09

In re

GENERAL MOTORS CORP., et al.,

Chapter 11 Case No. 09-50026 (REG) (Jointly Administered)

Debtors.

400686911 INVESTAR SARL 1121 Centre Rd. Auburn Hills, MI 48326

SECOND NOTICE

Notice of Debtors' Intent to Assume and Assign <u>Additional</u> Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property.

- 1. Please carefully review the enclosed Notice of (I) Debtors' 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.
- 2. In order to view the Cure Amount for the Assumable Executory Contracts to which you are a party, you must log onto: <u>http://www.contractnotices.com</u>.
- 3. To log on, please use the user name and password provided to you below.
- 4. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States).

User ID: HS1696z0 Password: 03s54R3k91V0

Vendor ID #: 400686911

My Contracts Docum Supplier Details	Documents & Links tails	nks Contact Us	ict Us		×.	Vendor Master ID: 400686911	100686911
	Supplier Name: Contract Cure Amount: # of Contracts:		INVESTAR SARL \$72,600.00 26	0	Click here to view Contract Cure Amount Details	ct Cure Amount Details	
Contracts						C T	
Row ID GM	tract ID	<u>Vendor ID</u>	Counter Party Name	<u>Contract</u> Type	<u>Contract Name/</u> <u>Description</u>	<u>Business Unit/</u> Department	<u>Contract</u> Status
5716-00064137 01	01S54608	400514667 E	IEE INTERNATIONAL ELECTRONICS	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	Noticed
5716-00579871 N1	N1H06000	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00582498 NI	N1PLQ000	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00591675 N1	N1PLQ001	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00598955 N1	N1E3U005	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00634847 N1	N1E3U000	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00642126 NI	N1E3U003	400514667 <mark>E</mark>	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-00653905 NJ	N1M1L001	400514667 E	IEE INTERNATIONAL ELECTRONICS & ENG	Agreement	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed

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To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G5000F	5716-00866666
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G5000D	5716-00866665
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G5000B	5716-00866664
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50009	5716-00866663
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50008	5716-00866662
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50007	5716-00866661
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50006	5716-00866660
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50003	5716-00866659
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50002	5716-00866658
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Blanket Order	INVESTAR SARL	400686911	17G50001	5716-00866657
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Agreement	IEE INTERNATIONAL ELECTRONICS & ENG	400514667	N1E3U002	5716-00708917
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Agreement	IEE INTERNATIONAL ELECTRONICS & ENG	400514667	N1M1L000	5716-00706118
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Agreement	IEE INTERNATIONAL ELECTRONICS & ENG	400514667	N1E3U001	5716-00681703
To Be Assumed	Unit: (NULL) Dept: (NULL)	Name: (NULL) Desc: (NULL)	Agreement	IEE INTERNATIONAL ELECTRONICS & ENG	400514667	N1E3U004	5716-00655452

https://www.contractnotices.com/MyContracts.aspx

5716-00866667 17G5000H	17G5000H	400686911	400686911 INVESTAR SARL	Blanket Order	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-01082092 N1E3U001	N1E3U001	400514667	IEE INTERNATIONAL ELECTRONICS & ENG	NULL	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-01082093 N1E3U002	N1E3U002	400514667	IEE INTERNATIONAL ELECTRONICS & ENG	NULL	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
5716-01085771 N1M1L000	N1M1L000	400514667	IEE INTERNATIONAL ELECTRONICS & ENG	NULL	Name: (NULL) Desc: (NULL)	Unit: (NULL) Dept: (NULL)	To Be Assumed
Hover mouse cursor here for Contract Status Legend	or here for Cont	ract Status Le	<u>jend</u>				
Important Notices:	All capitalized term Fed. R. Bankr. P. Z LLC, A U.S. Treasu Procedures And A	s used, but not de 1002, 6004, And 61 Inv-Sponsored Pur	All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain 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; (II) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice	: meaning ascribed to suc Debtors' Assets Pursuan Sale Hearing Date; (III) E	h terms in that certain Orde t To Master Sale And Purcha	r Pursuant To 11 U.S.C. §§ 1(ise Agreement With Vehicle Ac Assignment Procedures; And	35, 363, And 365 A quisition Holdings (IV) Fixing Notke
		Procedures And Approviing Form Of Notice		5	stablishing Assumption And		
	Purchaser's desigr and/or referenced	Procedures And Approving Form Of Notice Purchaser's designation of a purchase ord and/or referenced in such purchase order.	Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.	Purchaser is designating	stablishing Assumption And for assumption and assignr	ent all agreements expressly	incorporated into

determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed in GM's accounts payable system that relate to the period before the

Commencement Date. Additionally, the proposed cure amounts set forth herein may not reflect certain debits, chargebacks, claims or other deductions to which GM may be entitled and, in each case, all rights with respect thereto are reserved. GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the invoices processed that relate to the period before the Commencement Date.

July 02, 2009 @ 07:57:33 AM

Horne

Logout

Copyright ©2009 AlixPartners, LLP [(71)

SHIPPER AND REMIT TO:



IEE Sensing, Inc. 1121 Centre Road Auburn Hills, MI 48326 248-373-9700 248-373-9924

Billing Address:

General Motors Corporation Attn: Accounts Payable Manual PO Support Workgroup Po Box 63070 Phoenix, AZ 85082-3070

Number 084752	Date: 29/Sep/08
Customer Contract. Number 25590003	
Customer # 1037	
Our job number	
Delivery Number:	Our VAT Number:
Supplier Number:	
Our Contact Person: Monica Birkam	
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Terms of Payment: MNS2

ltem	Part	Quantity	Unit Price	Amount/\$
	Tooling P/N 25983290 MY 2008			
	GMX001/GMT001			
10	ECU Housing Injection Mold 2 cavity	1	\$ 65,000.00	\$ 65,000.00
20	Housing Fill fixture	1	\$ 7,600.00	\$ 7,600.00
30	HotmFixture/Clamp	1	\$ 19,200.00	\$ 19,200.00

Total Amount Due:

\$91,800.00 USD

This Invoice is subject to I.E.E. General Sales Conditions.

IEE Sensing, Inc. Bank Account: Account No. 006500000232; Franklin Bank; Troy, MI 48084