

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

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In re : Chapter 11  
: :  
**GENERAL MOTORS CORP., et al.,** : Case No. 09-50026 (REG)  
: :  
Debtors. : Jointly Administered  
: :  
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**OBJECTION OF KNOWLEDGE LEARNING CORPORATION TO CURE AMOUNT  
RELATING TO 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**

**TO: THE HONORABLE ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE**

Knowledge Learning Corporation (“KLC”), by its undersigned counsel, hereby objects to the proposed cure amount, as referenced in the 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 dated June 5, 2009 (the “Assumption Notice”) filed by General Motors Corp. and certain of its affiliates, as debtors in possession herein (collectively, the “Debtors”), and respectfully represents as follows:

**BACKGROUND**

1. On June 1, 2009 (the “Filing Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).
2. The Debtors are continuing to operate their business and manage their affairs as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

3. Prior to the Filing Date, Saturn, LLC (“Saturn”) and KLC entered into a certain lease agreement (the “Agreement”) relating to certain real property located in Spring Hill, Tennessee.

### **THE SALE MOTION AND ASSUMPTION NOTICE**

4. On June 1, 2009, the Debtors filed their 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 (the “Sale Motion”).

5. Pursuant to the Sale Motion, the Debtors sought to sell substantially all of their assets, and in connection therewith, to assume and assign certain of their executory contracts and unexpired leases.

6. The Debtors sent an Assumption Notice to KLC, but the Assumption Notice was not addressed as required under the Agreement. As such, KLC’s ability to object to the cure amount prior to the stated June 15, 2009, deadline was materially impaired, and the notice provided by the Debtors was insufficient.

7. Pursuant to the Assumption Notices, the Debtors seek to assume and assign the Agreement and seek to fix any cure amount thereunder at \$0.00.

### **CURE OBJECTION**

8. KLC does not object to the assumption and assignment of the Agreement. Rather, KLC files this cure objection to preserve its rights concerning the appropriate cure amount under

the Agreement. Specifically, KLC believes that the appropriate cure amount under the Agreement, as of the date of this Objection, is \$123,316.60, not \$0.00 as indicated by the Debtors. KLC intends to continue to work with the Debtors and their Call Center in a cooperative effort to resolve such discrepancies with respect to the cure amounts under the Agreement.

9. KLC expressly reserves its rights to amend or supplement this cure objection and to assert any and all claims and causes of action it may have against the Debtors under the Agreement or otherwise.

WHEREFORE, Knowledge Learning Corporation respectfully requests that this Court require the Debtors to pay the appropriate cure amounts as set forth herein.

Respectfully submitted,

/s/ Austin L. McMullen  
Austin L. McMullen (*pro hac vice* pending)  
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*Attorneys for Knowledge Learning Corporation*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing was forwarded electronically to all parties consenting to service through the Court's electronic filing systems and electronically or by U.S. Mail, postage prepaid, to:

General Motors Corporation  
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Mailcode 480-206-114  
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Office of the U.S. Trustee  
Attn: Diana G. Adams, Esq.  
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New York, NY 10004

on this the 7<sup>th</sup> day of July, 2009.

/s/ Austin L. McMullen  
Austin L. McMullen