

Hearing Date and Time: August 18, 2009 at 9:45 a.m. (Eastern Time)
Objection Date and Time: August 13, 2009 at 4:00 p.m. (Eastern Time)

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*Special Counsel to the Debtors and
Debtors in Possession*

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

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In Re : Chapter 11
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MOTORS LIQUIDATION COMPANY (f/k/a : Case No. 09-50026 (REG)
General Motors Corp.), et al., : (Jointly Administered)
:
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Debtors. : Hon. Robert E. Gerber
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**NOTICE OF MOTION FOR ORDER APPROVING ASSUMPTION OF AGREEMENT
FOR ENGINE MAINTENANCE SERVICES FOR GULFSTREAM 350 AIRCRAFT**

PLEASE TAKE NOTICE THAT:

On August 6, 2009, Motors Liquidation Company (f/k/a General Motors Corp.), *et al.* (“**MLC**”) and certain of its affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 cases (the “**Debtors**”), filed their *Motion for Order Approving Assumption of Agreement For Engine Maintenance Services For Gulfstream 350 Aircraft* (the “**Motion**”).

The Motion, pursuant to sections 365 title 11 of the United States Code and Rules 6006 of the Federal Rules of Bankruptcy Procedure, seeks entry of an order authorizing the Debtors to assume an agreement with Jet Support Services, Inc. for maintenance of the engines associated

with certain Gulfstream 350 aircraft (the “**G350 Agreement**”), as more fully set forth in the Motion. A hearing, with respect to the Motion will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, Room 621 of the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004, on **August 18, 2009 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

A copy of the Motion may be obtained by (a) contacting the attorneys for the Debtors, Honigman Miller Schwartz and Cohn LLP, 660 Woodward Avenue, 2290 First National Building, Detroit, Michigan 48226 (Attn. Robert B. Weiss, Esq., Donald F. Baty, Jr., Esq. and Judy B. Calton, Esq.), Telephone: (313) 465-7000; (b) accessing the Court’s website at <http://www.nysb.uscourts.gov> (please note that a PACER password is needed to access documents on the Court’s website); (c) viewing the docket of these cases at the Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004; or (d) accessing the public website maintained by the Debtors’ court-appointed claims and noticing agent in these cases at: www.gmcourtdocs.com.

The deadline to file any objections and responses to the Motion is **August 13, 2009 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

Objections and responses, if any, to the Motion must be in writing and must (a) conform to the Bankruptcy Rules, the Local Rules of the Bankruptcy Court for the Southern District of New York, and any case management orders in these Chapter 11 cases, (b) set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors’ estates or property, and (c) set forth the basis for the objection and the specific grounds therefore.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Honigman Miller Schwartz and Cohn LLP, Attn: Robert B. Weiss, Donald F. Baty, Jr. and Judy B. Calton, 660 Woodward Avenue, 2290 First National Building, Detroit Michigan 48226; (ii) the Debtors, c/o Motors Liquidation Company (f/k/a General Motors Corp.), 300 Renaissance Center, Detroit, Michigan 48226 (Attn: Lawrence S. Buonomo, Esq.); (iii) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (iv) the United States Department of the Treasury, 1500 Pennsylvania Avenue, NW, Room 2312, Washington. D.C. 20020, (Attn: Matthew Feldman, Esq.); (v) Vedder Price, attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vi) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Kenneth H. Eckstein, Esq., Thomas Moers Mayer, Esq., Adam C. Rogoff, Esq. and Gordon Z. Novod, Esq.); (vii) the attorneys for the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America ("UAW") 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel W. Sherrick, Esq.); (viii) Cleary Gottlieb Steen & Hamilton LLP,

attorneys for the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (ix) Cohen, Weiss and Simon LLP, attorneys for the UAW, 330 W. 42nd Street, New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (x) the Office of the United States Trustee for the Southern District of New York (Attn: Diana G. Adams, Esq.), 33 Whitehall Street, 21st Floor, New York, New York 10004; (xi) the attorneys for Jet Support Services, Inc., Novack and Macey LLP, 100 North Riverside Plaza, Chicago, IL 60606-1501 (Attn: Monte L. Mann, Esq.); (xii) Jet Support Services, Inc., 180 N. Stetson, 29th Floor, Chicago, IL 60601 (Attn: John F. Haskins and Susan K. Marr); (xiii) the registered agent for Jet Support Services, Inc., Stephen A. Marcus, 6600 Sears Tower, Chicago, IL 60606; and (xiv) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than the **Objection Deadline**.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing on the Motion. Failure to appear at the Hearing may result in relief being granted or denied upon default.

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Special Counsel to the Debtors and Debtors in
Possession

Dated: August 6, 2009

By: /s/ Judy B. Calton
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In Re : Chapter 11
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MOTORS LIQUIDATION COMPANY (f/k/a : Case No. 09-50026 (REG)
General Motors Corp.), et al., : (Jointly Administered)
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Debtors. : Hon. Robert E. Gerber
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**MOTION FOR ENTRY OF ORDER APPROVING ASSUMPTION OF
AGREEMENT FOR ENGINE MAINTENANCE SERVICES FOR
GULFSTREAM 350 AIRCRAFT**

To the Honorable Robert E. Gerber, United States Bankruptcy Judge:

Motors Liquidation Company, (f/k/a General Motors Corp.), *et al.* (“**MLC**”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the “**Debtors**”), respectfully represent:

Relief Requested

1. The Debtors request entry of an order pursuant to Section 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy

Procedure (the “**Bankruptcy Rules**”) authorizing the assumption of the JSSI Complete Plus Engine Maintenance Program Contract dated October 20, 2003 as extended (the “**G350 Agreement**”).

2. The Debtors also seek a finding in such order that there are no cure amounts owed by Debtors with respect to the G350 Agreement and that Debtors have provided Jet Support Services, Inc. (“**JSSI**”), the counter party to the G350 agreement, adequate assurance of Debtors’ future performance thereunder.

3. In addition, the Debtors seek a provision in such order that JSSI shall not be entitled to assert or take any act to exercise setoff of any prepetition claim that it might have against any of the Debtors against any obligation to Debtors with respect to the G350 Agreement.

Jurisdiction

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Assumption of the Agreement is in the Best Interest of Debtors’ Estates

5. MLC and JSSI were party to two engine maintenance contracts covering seven engines (collectively, the “**JSSI Agreements**”):

A. the JSSI Complete Plus Engine Maintenance Program Contract dated May 20, 2002 as extended (the “**GV Agreement**”); and

B. the JSSI Complete Plus Engine Maintenance Program Contract/General Motors Corporation/Contract Nos. FC-GYX-004013-0, FC-GYX-004016-0, FC-GYX-004026-0 dated October 20, 2003, as extended (the “**G350 Agreement**”). A copy of the

G350 Agreement is attached as Exhibit A. A copy of the Declaration of David Renner (the “**Renner Declaration**”) is attached as Exhibit B.

6. The GV Agreement provides the terms under which JSSI provided scheduled and unscheduled maintenance services for the engines in the GV Gulfstream aircraft leased by MLC from the lessor. *See Renner Declaration, Paragraph 6.*

7. Similarly, the G350 Agreement provides the terms under which JSSI provided scheduled and unscheduled maintenance services for the engines in the G350 Gulfstream aircraft leased by MLC from the lessor. *See Renner Declaration, Paragraph 7.*

8. Under the JSSI Agreements, MLC made payments, including monthly payments based on flight hours reported for each engine to a specific trust account to be used by JSSI to cover, among other things, the costs of performing unscheduled and scheduled midlife major overhauls of the engines, which overhauls represent a significant expense. *See Renner Declaration, Paragraph 8.*

9. MLC’s leases of the Gulfstream 350 aircraft with the engines subject to the G350 Agreement were rejected by the *Order Pursuant to 11 U.S.C. § 365 Authorizing The Rejection of Aircraft and Airport Lease Agreements and For Related Relief* dated June 18, 2009 (Docket 1791).

10. Debtors have the right under the G350 Agreement to remove engines from coverage if such engines are returned to the aircraft lessors. Upon notice, the charges under the G350 Agreement with respect to such engines cease, and a calculation is performed as to amounts due under Section V(f)(ii) of the G350 Agreement (the “**Section V(f)(ii) Payment**”) as follows (emphasis added):

(ii) in addition to the rights of **the Customer set forth in Section V(b), the Customer shall have the right to remove Engines from the coverage of this Contract if such Engines are returned to their lessor**, sold by Customer or suffer an event of loss. In such event all charges hereunder shall cease to accrue for such Engines on the date notified by Customer to JSSI as the date on which such Engines will cease to be covered by this Contract, the Customer shall immediately pay all amounts due and owing to JSSI through and including such date and any applicable warranty coverage set forth in Section III(q) will continue to apply to such Engines in accordance with the terms of such Section. Upon any removal of Engines as contemplated by the terms of this subsection, JSSI and the Customer shall determine (a) the product of (x) the aggregate of all amounts paid hereunder by Customer with respect to such Engines (including any Pro Rata Elimination Payment) less any allocable expenses of the Trust with respect to such Engines, including expenses for taxes, insurance and trustee fees and payment of any Management Fees, as defined in the Trust, and (y) .95; and (b) the aggregate of all amounts paid to FAA/OEM Approved Repair Facilities by JSSI with respect to such Engines. **If the amount determined under clause (a) exceeds the amount determined under clause (b), JSSI shall pay such excess to Customer in cash.** If the amount determined under clause (b) exceeds the amount determined under clause (a), Customer shall pay such excess to JSSI in cash.

See Exhibit A.

11. MLC gave JSSI notice on or about June 11, 2009 that the G350 engines were to be returned to the lessor and the G350 engines were returned to the lessor between June 26, 2009 and June 29, 2009, as summarized below:

<u>Aircraft Serial Number</u>	<u>Registration Number</u>	<u>Return Date</u>
4013	N5113	6/26/2009
4016	N5114	6/29/2009
4019	N5115	6/29/2009
4023	N5116	6/26/2009
4026	N5117	6/27/2009

Renner Declaration, Paragraph 13.

12. The postpetition return of the engines subject to the G350 Agreement to the lessor triggered the application of Section V(f)(ii) of the G350 Agreement. Under the G350 Agreement, the Section V(f)(ii) Payment amount determined under clause (a) of Section V(f)(ii) exceeds the amount determined by clause (b), so that JSSI owes MLC an estimated \$1,750,000 under the G350 Agreement. *See* Renner Declaration, Paragraph 14.

13. JSSI owes MLC the Section V(f)(ii) Payment since the cumulative expenditures by JSSI for these engines were significantly less than the cumulative payments from MLC as of the date that the aircraft and aircraft engines were returned to the lessor. The significant positive trust balances relate to the fact that the G350 aircraft engines had not reached the hourly threshold for the midlife major overhauls. Renner Declaration, Paragraph 14.

14. Because all of the engines subject to the G350 Agreement were returned to the lessors postpetition, and JSSI owes the Section V(f)(ii) Payment to Debtors under Section V(f)(ii) of the G350 Agreement, there is no further performance owed by Debtors under the G350 Agreement. Renner Declaration, Paragraph 15.

15. Thus, assumption of the G350 Agreement would result in JSSI owing Debtors an estimated \$1,750,000 on a postpetition basis.

16. There can be no question of Debtors' adequate assurance under the assumed G350 Agreement because no further performance will be due post-assumption. Because the G350 Agreement was executory on MLC's petition date, it is executory for purposes of assumption despite the postpetition performance of the agreement. *In re Penn Traffic Company*, 524 F.3d 373, 381 (2d Cir 2008) ("Executoriness and the debtors rights with respect to assumption or rejection of a contract are normally assessed as of the petition date . . .").

17. Section 365(a) of the Bankruptcy Code empowers a debtor in possession, “subject to the court’s approval, [to] assume or reject any executory contracts or unexpired leases of the debtor.” 11 U.S.C. § 365(a). In determining whether to approve the assumption or rejection of executory contracts and leases of the debtor, courts apply the “business judgment” standard. *See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996). “More exacting scrutiny would allow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

18. Accordingly, in the exercise of their business judgment, the Debtors have determined that the assumption of the G350 Agreement, pursuant to Section 365 of the Bankruptcy Code, is in the best interests of their estates.

19. Courts routinely approve motions to assume, assume and assign, or reject executory contracts or unexpired leases upon a showing that the debtor’s decision to take such action will benefit the debtor’s estate and is an exercise of sound business judgment. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Picture Corp.)* 4. F.3d 1095, 1099 (2d Cir. 1993) (Section 365 of the Bankruptcy Code “permits the trustee or debtor-in-possession, subject to the approval of the bankruptcy court, to go through the inventory of executory contracts of the debtor and decide which ones it would be beneficial to adhere to and which ones it would be beneficial to reject.”); *see, also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (the traditional standard applied by courts to authorize the rejection of an executory contract is that of “business judgment”); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y., 1996) (“A bankruptcy court reviewing a trustee’s decision to assume or reject an executory contract should

apply its ‘business judgment’ to determine if it would be beneficial or burdensome to the estate to assume it.”).

20. Courts generally will not second-guess a debtor’s business judgment concerning the assumption or rejection of an executory contract or unexpired lease. *See In re Riodizio, Inc.* 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor’s management”). The “business judgment” test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See e.g. Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 195 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) (“In reviewing a debtor’s decision to assume or reject an executory contract, the court must examine the contract and circumstances and apply its best ‘business judgment’ to determine if the assumption or rejection would be beneficial or burdensome to the estate.”).

**JSSI Should Not be Allowed to Set Off Any Prepetition
Claims Against its Obligations Under the G350 Agreement**

21. In making a determination to assume executory contracts such as the G350 Agreement, the Debtors are expecting and requiring counterparties such as JSSI, who are obligated to make payment to the Debtors under the assumed contract, to make such payment without setoff for prepetition claims arising under other contracts. If such setoff were permitted, the Debtors would lose a substantial portion of the benefit to be derived from assumption of executory contracts, such as the G350 Agreement.

22. Section 553 of the Bankruptcy Code provides, in pertinent part:

Except as otherwise provided in this section and in sections 362 and 363 of this title, this title does not affect any right of a creditor to offset a mutual debt owing by such creditor to the debtor that arose before the commencement of the case under this title against a claim of such creditor against the debtor that arose before the commencement of the case...

23. It is well-established that, for a setoff to be permissible, there must be mutuality of obligations. See *In re Shoppers Paradise, Inc.*, 8 B.R. 271, 277 (Bankr. S.D.N.Y. 1980). Although prepetition obligations may be setoff against prepetition obligations and postpetition obligations against postpetition obligations, “[t]raditionally, there has been no crossover of claims because the debtor and the debtor-in-possession are two separate and distinct entities which act in different capacities pre-and post-petition.” *In re Genuity* 323 B.R. 79, 82 (Bankr. S.D.N.Y. 2005) (citing *Shopmen’s Local 455 v. Kevin Steel Products, Inc.* 519 F. 2d 698, 704 (2d Cir. 1975)); *Shoppers Paradise, Inc.* 8 B.R. at 279. Thus, for the mutuality requirement to be satisfied, the two debts must both be prepetition or both must be post-petition; a post-petition obligation cannot be setoff against a prepetition obligation. See *In re O.P.M. Leasing Services, Inc.*, 69 B.R. 979, 986 (Bankr. S.D.N.Y. 1987); *In re Shoppers Paradise, Inc.*, 8 B.R. 271, 277-278 (Bankr. S.D.N.Y. 1980).

24. The burden lies with the party seeking setoff to prove its right to do so and, thus, to establish the requisite mutuality. See *Official Comm. of Unsecured Creditors v. Mfrs. and Traders Trust Co. (In re the Bennett Funding Group, Inc.)*, 212 B.R. 206, 212 (B.A.P. 2d Cir. 1997), *aff’d*, 146 F. 3d 136 (2d. Cir. 1998). Moreover, mutuality is strictly construed against the party seeking the right of setoff. See *Bennett Funding*, 212 B.R. at 212 (“A narrow interpretation of mutuality ensures that setoff is allowed only in situations in which the equitable considerations are the strongest.”) (quoting with approval *In re Ionosphere Clubs, Inc.* 164 B.R. 839, 843 (Bankr. S.D.N.Y. 1994).

25. In the event JSSI were to allege a right to setoff, it would arise from the rejection of the GV Agreement, pursuant to the *Motion for Entry of Order Authorizing Rejection of Agreement for Engine Maintenance Services for Gulfstream 5 Aircraft* dated August 6, 2009 (Docket No. 3690) (the “**GV Agreement Rejection Motion**”). In accordance with Section

365(g)(1) of the Bankruptcy Code, that rejection “constitutes a breach of such contract...immediately before the date of the filing of the petition.” Pursuant to Section 502(g) of the Bankruptcy Code, a claim arising from the rejection of an executory contract shall be determined, and shall be allowed or disallowed, “the same as if such claim had arisen before the date of the filing of the petition.” In other words, rejection of the GV Agreement created a prepetition unsecured claim against the MLC estate. *See, e.g., In re Communications Dynamics, Inc.*, 382 B.R. 219, 232 (Bankr. D. Del 2008); *Frank v. Benzel Bretzel Bakery (In re Clintondale Mills, Inc.)*, 216 B.R. 742, 746 (Bankr. M.D. Pa 1998); *Express Freight Lines, Inc. v. Kelly (In re Express Freight Lines, Inc.)*, 130 B.R. 288, 291-92 (Bankr. E.D. Wis. 1991); *In re Mace Levin Assocs., Inc.*, 103 B.R. 141, 143-144 (Bankr. N.D. Ohio 1989). *But see In re Delta Air Lines*, 341 B.R. 439, 449 (Bankr. S.D.N.Y. 2006) (finding, in a decision that has been criticized by courts and commentators, that rejection claims did not “arise prior to the commencement of the case” for setoff purposes).

26. In stark contrast, the effect of assumption of the G350 Agreement under Section 365(a) of the Bankruptcy Code is to require JSSI, as the counterparty, to perform its obligations on a *postpetition* basis. Thus, any purported exercise of a right of setoff would entail the setoff of a prepetition unsecured claim owed by the Debtors (the rejection damage claim), against a postpetition claim owed by JSSI to the debtor in possession (the Section V(f)(ii) Payment).

27. Consistent with the foregoing, several courts have found it impermissible under Section 553 to set off prepetition claims against obligations under assumed contracts. *See, e.g., In re Evatt*, 112 B.R. 405, 415 (Bankr. W.D. Okl. 1989); *In re Walat Farms Inc.*, 69 B.R. 529, 534 (Bankr. E.D. Mich. 1987). *See also 4 Norton Bankr. L. & Prac.* 3d § 73:4 (2008) (“[T]he timely postpetition rejection of an executory contract creates a prepetition claim subject to setoff by the operation of the “relation-back” rule of Code § 502(g). By contrast, the assumption of a

contract postpetition may give rise to a postpetition obligation that is no longer a mutual debt with a prepetition obligation”). *But see In re Gerth*, 991 F.2d 1428, 1432 (8th Cir. 1993) (finding that government could offset its prepetition claim against its obligation to pay the debtor under an assumed contract); *In re Buckner*, 218 B.R. 137, 145-49 (B.A.P. 10th Cir. 1998) (government’s obligation to make postpetition Conservation Recovery Program payments was considered a prepetition debt).

28. Even those courts finding it possible for a prepetition claim to be set off against an obligation under an assumed contract, evaluate whether the obligation under the assumed contract arose prepetition or postpetition. If the obligation under the assumed contract arose postpetition, the prepetition claim cannot be setoff against the obligation under the assumed contract. *See In re Allen*, 135 B.R. 856 (Bankr. N.D. Iowa 1992). *Cf. In re Lehman Brothers, Inc.*, 404 B.R. 752, 755 (Bankr. S.D.N.Y. 2009) (“Timing has always mattered for setoff purposes...”). JSSI’s obligation to pay MLC under the G350 Agreement did not mature and become due until MLC returned the G350 engines to the lessor postpetition, Bank of Chicago.¹ Thus JSSI’s Section V(f)(ii) obligation under the G350 Agreement is a post-petition obligation which cannot be set off against MLC’s obligation under the rejected GV Agreement. *See In re North Atlantic & Gulf Steamship Co.*, 204 F. Supp 899, 911 (S.D.N.Y. 1962) (where shipowner was obliged to buy unused fuel from debtor-charterer when vessel was returned to owner and vessels were returned postpetition, obligation to buy fuel was a postpetition obligation not subject to setoff); *Bank of Chicago-Garfield Ridge v. Park National Bank*, 606 N.E. 2d 72, 76, 77 (Ill. App. 1992) (under Illinois law, setoff requires the two debts to be “(1) mutual between the parties, (2) mature, and (3) liquidated.” “A debt matures on the date it is due”).

¹ The G350 Agreement is governed by Illinois law.

29. While courts within the United States Court of Appeals for the Second Circuit have considered related issues, *see e.g., In re Genuity*, 323 B.R. 79 (Bankr. S.D.N.Y. 2005), there appears to be no published opinion on the issue in this Court. *But see Order Pursuant To Section 365 of The Bankruptcy Code Approving The Assumption or Rejection of Open Trade Confirmation, In re Lehman Brothers Holdings Inc* No. 08-13555 (Docket No. 2564 January 16, 2009 (Peck, J) (the “**Lehman Order**”).² The Debtors submit that the rule adopted by the *Evatt* and *Walat Farms* courts is the better view, and one that reflects due regard for the fundamental distinction between a prepetition unsecured claim and a postpetition administrative obligation.

30. The decision in *In re Genuity, supra*, is instructive. In *Genuity*, the debtors argued that prepetition deposits held by counterparties as security deposits for the debtors’ obligations should be applied to reduce the amount that the debtors were required to pay as cure costs under assumed contracts. 323 B.R. at 82. In roundly rejecting the debtors’ argument, the Court noted the effect of assumption of the executory contracts, finding that “[t]he Debtors’ post-petition assumption of their executory contracts transformed the pre-petition claims of the [counterparties] once not cured into new claims arising post-petition.” *Id.* (citations omitted) Notably, the Court went on to find:

[T]he court has found that none of the cases it has reviewed...addresses what this court deems a critical factor in denying the pre/post-petition crossover of claims which the Debtors propose: that is that pre-petition dollars and post-petition

² The Lehman Order provides in pertinent part on page 5:

“ORDERED that no Counterparty shall be entitled to assert or take any action to exercise a right to setoff any prepetition claim that it might have against either Debtor, including, without limitation, claims for damages arising from the rejection of a Rejected Trade, against any obligation payable to the applicable Debtor under any Assumed Trade or Amended Trade, *provided, however*, that nothing contained in this Order shall compromise the right that any Counterparty may have to file a claim for damages from the rejection of a Rejected Trade if such right is preserved in such Counterparty’s letter agreement, ...

A copy of the Lehman Order is attached as **Exhibit C**.

dollars are considered differently under the Code. Under their plans of reorganization, debtors routinely pay fractional dividends, percentages on the dollar, to their pre-petition unsecured creditors. Post-petition administrative expenses are paid in full, 100¢ on the dollar. *It is not fair, nor is it equitable, to allow the satisfaction of post-petition obligations with fractional dollars, rather than whole ones.*

Id. (emphasis added).

31. While the facts in the instant case are different than in *Genuity*, in that here the Debtors seek to preclude setoff, the principles are the same. If JSSI were permitted to assert a right of setoff, JSSI would effectively be granted administrative expense treatment for its rejection damage claims. See Vincent J. Roldan, *Delta Court Holds Rejection Damages Cannot be Offset Against Prepetition Debt to Debtor*, PRATT'S J. BANKR., March 2007, at 3. That is completely inconsistent with Sections 365(g) and 502(g) of the Bankruptcy Code and should not be permitted.

32. The narrow construction of Section 553 is also consistent with the observation of the United States Court of Appeals for the First Circuit in *In re Public Service of New Hampshire*, 884 F.2d 11 (1st Cir. 1989) in which the Court observed:

As Congress recognized, setoffs work against both the goal of orderly reorganization and the fairness principle because they preserve serendipitous advantages accruing to creditors who happen to hold mutual obligations, thus disfavoring other equally-deserving creditors and interrupting the debtor's cash flow.

Id. at 13 (citing H.R. Rep. No. 595, 95th Cong., 2d Sess. 183).

33. Even if JSSI were able to demonstrate that the literal requirements for setoff have been satisfied, the Debtors request that such setoff be precluded on equitable grounds. As the Bankruptcy Appellate Panel for the Second Circuit noted in *Bennett Funding*:

Once the technical requirements of setoff are satisfied, “the bankruptcy judge must scrutinize the right of setoff in light of the Bankruptcy Code’s goals and objectives. These goals include...equitable treatment of all creditors.” In addition, the right of setoff is within the bankruptcy court’s discretion, and it may “invoke equity to bend the rules,” if required, to avert injustice.

212 B.R. at 212 (citations omitted). Here, setoff should not be permitted where it would allow parties with claims for rejection damages to receive, in effect, payment in full of such claims, irrespective of the distributions that may ultimately be made to other unsecured creditors and in contravention of the policies underlying Sections 365(g) and 502(g) of the Bankruptcy Code.

34. Inasmuch as the requisite mutuality of the proposed setoff is lacking, and for equitable reasons, the Debtors seek entry of an order providing that JSSI shall not be entitled to assert or take any act to exercise a right to set off any prepetition claim, whether arising from the GV Agreement or otherwise, against any obligation to the Debtors under the G350 Agreement.

Notice

35. Notice of this Motion has been provided to (i) the Debtors, c/o Motors Liquidation Company (f/k/a General Motors Corp.); (ii) attorneys for the United States Department of the Treasury; (iii) the United States Department of the Treasury; (iv) attorneys for Export Development Canada; (v) attorneys for the statutory committee of unsecured creditors; (vi) the attorneys for the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America; (vii) the Office of the United States Trustee for the Southern District of New York; (viii) the attorneys for Jet Support Services, Inc., Novack and Macey LLP, 100 North Riverside Plaza, Chicago, IL 60606-1501 (Attn: Monte L. Mann, Esq.); (ix) Jet Support Services, Inc., 180 N. Stetson, 29th Floor, Chicago, IL 60601 (Attn: John F. Haskins and Susan K. Marr); (x) the registered agent for Jet Support Services, Inc., Stephen A. Marcus, 6600 Sears Tower, Chicago, IL 60606; (xi) the U.S. Attorney’s Office, S.D.N.Y.; and (xii) all

entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

No Prior Request

36. No previous request for the relief sought in this Motion has been made by the Debtors to this or any other Court.

WHEREFORE, the Debtors respectfully request entry of the proposed order attached as **Exhibit D** granting the relief requested herein and such other and further relief as is just.

Respectfully submitted,

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Special Counsel to the Debtors and Debtors in
Possession

Dated: August 6, 2009

By: /s/ Judy B. Calton
Robert B. Weiss (Michigan Bar No. P28249)
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DETROIT.3767025.4

EXHIBIT A

G-350 contracts

**JSSI COMPLETE PLUS
ENGINE MAINTENANCE PROGRAM CONTRACT
GENERAL MOTORS CORPORATION**

**CONTRACT #s FC-G4X-004013-0, FC-G4X-004016-0, FC-G4X-004019-0,
FC-G4X-004023-0, and FC-G4X-004026-0**

**Jet Support Services, Inc.
180 North Stetson
29th Floor
Chicago, Illinois 60601
Phone: (312) 644-4444
Fax: (312) 644-4440**

10/20/2003

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JSSI COMPLETE PLUS ENGINE MAINTENANCE PROGRAM CONTRACT

CONTRACT NUMBER: FC-G4X-004013-0

THIS JSSI COMPLETE PLUS ENGINE MAINTENANCE PROGRAM CONTRACT (this "Contract") is entered into as of the 12th of September 2005, by and between GENERAL MOTORS CORPORATION, a Delaware corporation (the "Customer"), and JET SUPPORT SERVICES, INC., a Delaware corporation ("JSSI").

RECITALS:

A. JSSI is in the business of providing programs for the repair and maintenance of turbine engines as described in this Contract (the "Program"). All terms used herein, and not defined herein, shall have the meanings ascribed to them in Exhibit A, attached hereto and made a part hereof.

B. The Customer desires to obtain the benefits of the Program, and JSSI desires to provide the Program to the Customer, subject to the terms and conditions of this Contract.

The parties agree as follows:

I. **OBLIGATIONS OF JSSI.** The repair and maintenance services to be provided to the Customer and paid for by JSSI pursuant to the Program are as follows:

a) Parts and labor for Routine Inspections and Scheduled Maintenance.

(b) Parts and labor for Unscheduled Maintenance;

(c) Parts and labor required in certain circumstances by Airworthiness Directives and mandatory or recommended Service Bulletins in accord with Section III(d) hereof;

(d) Exchange or Rental Engines, Components, or Modules during extended Unscheduled Maintenance or Scheduled Maintenance as follows and as further provided herein:

(i) Scheduled Maintenance requiring more than ten (10) business days of down time; and

(ii) Unscheduled Maintenance requiring more than five (5) business days of down time;

(e) On-site technical representation during Scheduled Maintenance or Unscheduled Maintenance requiring Shop Entry into Engine;

(f) Coverage of Line Replacement Units and associated Components and related assemblies;

(g) All freight charges and all repair logistics expenses related to on-site maintenance activities, such as mobile repair units, personnel and equipment charges; provided, however, on-site repair and maintenance personnel costs shall be covered hereunder only in connection with repair and maintenance activities covered hereunder and in cases where the Aircraft cannot be flown to an FAA/OEM Approved Repair Facility in accordance with the applicable flight manual, minimum equipment list and special flight permit.

(h) Costs for removal and replacement of Engine(s) hereunder;

(i) Any repairs to, or replacements of, the Engines and any parts thereof required as a result of build-material-object damage or internal-object damage, including, without limitation, replacement of an Engine as a result of catastrophic failure; and

(j) Costs for spectrometric oil analysis and trend monitoring, if required by the OEM and/or Customer.

II. OBLIGATIONS OF CUSTOMER.

(a) Engine Operation and Maintenance.

(i) During the term hereof, Customer warrants that the Aircraft and the Engine(s) shall be operated and maintained in accordance with the applicable Aircraft flight manual limitations and the applicable Aircraft and Engine maintenance manual procedures.

(ii) Customer warrants that the Engine(s) shall not be operated for any Unusual Purposes.

(iii) Customer warrants that all known or suspected Abuse or damage to the Engine(s) has been, and any events constituting Excluded Events will be, promptly reported to JSSI and the FAA/OEM Approved Repair Facility designated to repair the Engine(s).

(b) Records. Except as provided in the last two (2) sentences of this subsection (b) to be the responsibility of JSSI, Customer warrants that the Engine log books and records currently contain, and shall continue to contain, accurate entry of all Engine operating times and cycles, operating events, and any modifications, repairs or maintenance required to be recorded for the purposes of this Contract and by the FAA/OEM, or any other applicable airworthiness authority or as required by law. Such information shall be promptly furnished to JSSI upon the request of JSSI. During Scheduled and Unscheduled Maintenance, the Customer agrees to ship all Engine logbooks and any other pertinent operating records with the Aircraft and Engine(s) to the FAA/OEM

Approved Repair Facility designated to perform the specified maintenance. JSSI shall ensure that for all services provided hereunder, adequate records are maintained and forwarded by the FAA/OEM Approved Repair Facility to Customer. To the extent reasonably in the control of JSSI, and without limitation, JSSI shall ensure that the following documents are delivered with the Engine following each shop visit: Engine release tag on FAA Form 8130, description of replacement Life Limited Components installed, description of work carried out to each Module and description of any Airworthiness Directives and Service Bulletins incorporated.

III. ENGINE MAINTENANCE.

(a) Life Limited Components. All Life Limited Components shall be replaced with Life Limited Components having like time or better remaining and having enough time remaining to take the Engine to the next Scheduled Event.

(b) Scheduled Maintenance.

(i) Scheduled Maintenance shall be performed by an FAA/OEM Approved Repair Facility selected by Customer. The Customer agrees to notify JSSI not later than ninety (90) days in advance of Scheduled Maintenance, using a form provided to the Customer by JSSI for that purpose.

(ii) JSSI shall request the FAA/OEM Approved Repair Facility to provide a Rental Engine for Customer's use while the Engine(s) undergo Scheduled Maintenance or unscheduled Engine removal. In the event a Rental Engine is provided in connection with Abuse repairs, the Customer shall be responsible for the FAA/OEM Approved Repair Facility's normal Rental Engine charges. In all other circumstances, the Customer's current Engine Operating Hourly Usage Rate shall apply.

(c) Unscheduled Maintenance for Unserviceable Units.

(i) Unscheduled Maintenance shall be performed by an FAA/OEM Approved Repair Facility at JSSI's expense for parts and labor, including the labor hours expended in Troubleshooting up to a maximum of five (5) hours. All labor charges associated with Troubleshooting in excess of five (5) hours shall be the Customer's responsibility.

(ii) In the event the Customer believes an Engine requires Unscheduled Maintenance, the Customer shall notify JSSI of the location and condition of the Unserviceable Unit using a form provided to the Customer by JSSI for that purpose. As soon as practicable thereafter, JSSI shall, without limiting JSSI's obligations under Section III(o) hereof, initiate one or more of the following actions, as it deems appropriate:

(A) Dispatch a JSSI representative to the location of the Unserviceable Unit; or

(B) Dispatch a Serviceable Unit to the location specified by the Customer in exchange for the Unserviceable Unit.

In addition, JSSI shall effect a timely repair of the Unserviceable Unit. JSSI may elect to furnish in accordance with Section III(o) hereof, for a reasonable period of time, a Rental Engine or LRU to the Customer while the Customer's Unserviceable Unit is being repaired. In the event the Rental Engine or LRU is used in connection with Abuse repairs, the Customer shall be responsible for the FAA/OEM Approved Repair Facility's normal Rental Engine or LRU charges. In all other circumstances, the Customer's current Engine Operating Hourly Usage Rate shall apply.

(d) Service Bulletins and Airworthiness Directives.

(i) Service Bulletins designated as mandatory or recommended shall be performed at JSSI's expense for parts and labor when issued subsequent to Engine enrollment into the Program and incorporated with Scheduled Maintenance. All other Service Bulletin compliance is at the Customer's discretion and sole expense. The Customer may, with the appropriate training and approvals, perform service bulletin maintenance if embodied in accordance with compliance criteria. JSSI will reimburse labor at 100% of retail rate in the Customer's home base territory.

(ii) With respect to JSSI's obligation to perform Service Bulletins hereunder, any cost or liability associated with the Customer's lack of compliance with any Service Bulletin which was issued and not complied with prior to the date of Engine enrollment into the Program shall be the responsibility of the Customer, if enrolled on a Pro Rata program.

(iii) Airworthiness Directives affecting the Engines shall be performed at JSSI's expense for parts and labor if issued on or after the date hereof. In any case in which compliance may be accomplished by either (x) a maintenance and/or repair action or (y) an inspection program, provided that the action occurs in connection with Scheduled Maintenance or other Unscheduled Maintenance, JSSI shall cause such maintenance and repair action to be taken.

(e) Replaced Hardware. All Nonconsumable Hardware that is removed and replaced during Engine maintenance or repair shall be the property of Customer, may not be destroyed or removed from the FAA/OEM Approved Repair Facility without the prior written approval of Customer and shall be promptly returned to Customer unless Customer shall have otherwise consented.

The Customer acknowledges that any such Nonconsumable Hardware that cannot be refurbished will be destroyed.

(f) Replacement Parts. The FAA/OEM Approved Repair Facilities shall use new, serviceable or reworked hardware in performing Engine or Component maintenance or repairs. All serviceable Engine parts exchanged by the FAA/OEM Approved Repair Facility shall have sufficient service life remaining to reach the next Scheduled Event. No "parts-manufacturing-authority" parts shall be used as replacement parts hereunder.

(g) [RESERVED]

(h) No Conversion. Nothing set forth herein shall be deemed to provide for the conversion of any Engine to a later or improved model of its Engine series or for the replacement of serviceable Components in response to design changes after manufacture of the Aircraft.

(i) Excluded Events. Notwithstanding anything to the contrary contained herein, and provided that the term "Excluded Events" shall not include any event which is the direct result of any action or inaction by JSSI or any FAA/OEM Approved Repair Facility, JSSI shall not be responsible for the costs to remedy or repair any damage or loss attributable to:

(i) Abuse of the Aircraft and/or Engine(s);

(ii) Operation of the Aircraft other than in accordance with its certificate of airworthiness, unless so operated in an emergency or by government authorization, or use of the Engine(s) in a manner not in accordance with the FAA/OEM's instructions;

(iii) Unauthorized repairs, maintenance, alterations or use of parts resulting from the Customer deviating from the FAA/OEM recommendations in applicable Service Bulletins, maintenance manuals or repair and overhaul manuals;

(iv) Inspections, maintenance or repair, or loss or damage during any preparation or re-assembly or while being test run in a test stand or test cell in connection with such Inspections, maintenance or repair;

(v) Any Components requiring replacement and the associated labor to replace any such Components prior to or during Unscheduled or Scheduled Maintenance as a direct result of Erosion or Corrosion beyond the OEM's limits caused by non-standard corporate aircraft operations or unusual wear and tear;

(vi) Normal wear and tear of Consumable Hardware, lubricants and fuels; and

(vii) Any external causes whatsoever, including, but not limited to, fire, extinguishing of fire, accident, Lightning Strikes, explosion, impact or collision including Foreign Object Damage, burglary, theft, or natural catastrophe or any consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, mutiny, riots, strike, lock-out, labor disruptions, civil unrest, military or usurped power, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government or any public authority.

In case any repair and maintenance services are required in connection with any Excluded Events, JSSI shall, at Customer's option, provide such services at the best price then available to JSSI through an FAA/OEM Approved Repair Facility, to be paid for in full by the Customer.

(j) Overtemping. The Customer acknowledges and agrees that the Engine(s) may be tested from time to time by the FAA/OEM Approved Repair Facility in accordance with accepted practices to determine if any Overtemping of the Engine(s) has occurred. In the event any unreported or negligent Overtemping by Customer is detected, the cost of replacing any Components, including the associated labor costs, is the responsibility of the Customer. Alternately, in the event the failure of an Engine or a Component results in Overtemping, the Customer shall immediately report the incident to JSSI. Such failure shall be deemed the cause of an Unscheduled Event and will be covered by the Program.

(k) Missing Components. The Customer shall be responsible for the costs to replace any Component missing from an Engine at the time of receipt thereof by the FAA/OEM Approved Repair Facility.

(l) Limitation of Liability. Specific Exclusions and Disclaimer of Warranty. The Customer acknowledges and agrees that, except as specifically described in Section III(q):

(i) All repair and maintenance work performed under this Contract will be performed by a FAA/OEM Approved Repair Facility and not by JSSI. The FAA/OEM Approved Repair Facility, when performing services for the Customer in accord with this Contract, shall be doing so as an independent contractor and shall in no case be considered an agent of JSSI. In no event shall JSSI be liable for services performed by repair facilities;

(ii) JSSI will use its best efforts to resolve any reasonable disputes between the Customer and the FAA/OEM Approved Repair Facility but does not warrant or guarantee the work of any FAA/OEM Approved Repair Facility in any respect. All warranties, whether expressed, implied or statutory, such as warranties of merchantability or fitness for a particular purpose are hereby excluded and disclaimed; and

(iii) JSSI shall in no event be liable to the Customer for (a) any loss of revenue, loss of profits or any similar business loss arising from the failure of JSSI to perform its obligations hereunder, or (b) for consequential or incidental damages incurred by the Customer.

(m) [RESERVED]

(n) [RESERVED]

(o) Spare Engine Support.

(i) JSSI acknowledges that Customer does not maintain any spare Engines in its aircraft fleet and is relying on JSSI to provide sufficient spare Engine coverage to prevent aircraft-on-ground situations ("AOG's"). Subject to Section IV hereof, JSSI agrees that for any Scheduled Maintenance, JSSI shall arrange for the provision of a spare Engine of the same make and model as the Engine undergoing the Scheduled Maintenance, suitable for operations on the Aircraft on which the Engine is then installed (a "Spare Engine"), at the FAA/OEM Approved Repair Facility at which the removal of the Engine for such Scheduled Maintenance is to occur. Customer shall have no liability for any additional charges for such Spare Engine except the Engine Operating Hourly Usage Rate charges provided herein for the Engine undergoing the Scheduled Maintenance. Customer shall have the use of such Spare Engine until the fifth (5th) business day after Customer's Engine is returned to Customer.

(ii) In the event of Unscheduled Maintenance, subject to Section IV hereof, JSSI shall provide a Spare Engine at any facility at which an AOG is occurring. JSSI shall cause the Spare Engine to be located at such facility not later than forty-eight (48) hours after Customer notifies JSSI of the AOG, provided, however, if such AOG occurs and/or is continuing on a weekend or holiday, the Customer agrees such forty-eight (48) hour requirement shall not apply until such weekend or holiday ends, and JSSI shall make best efforts to provide the Spare Engine as quickly as practicable. The terms of the last two sentences of the preceding clause (i) shall apply.

(iii) In the event JSSI does not provide a Spare Engine in any situation required by the terms of this Section III(o), JSSI shall pay Customer liquidated damages of Eight Hundred and No/100 Dollars (\$800.00) for each day JSSI fails to provide such Spare Engine.

(p) Turntime Guarantee. JSSI agrees that all Scheduled Maintenance and Unscheduled Maintenance to any Engine or Component will be performed within one hundred twenty (120) days, including transportation time. In the event that JSSI fails to meet this guarantee in any case, except as otherwise provided in this subsection, JSSI shall pay to Customer liquidated damages of Eight Hundred and No/100 Dollars (\$800.00) for each day in excess of one hundred twenty (120) days. Notwithstanding the foregoing, in the event that JSSI fails to meet the turntime guarantee in any case, and notifies the Customer of the reasons for such failure, which reasons shall be outside the reasonable control of JSSI, the Customer shall, on a case-by-case basis, permit JSSI to satisfy such turntime guarantee by continuing to provide a Rental Engine or Component until such time as the Scheduled Maintenance or Unscheduled Maintenance is performed, at no additional cost to the Customer. The Customer shall have the use of such Rental Engine, at no additional cost to the Customer, until the fifth (5th) business day after the Customer's Engine is returned to the Customer.

(q) Warranty Coverage. JSSI warrants that all services provided hereunder (whether provided by JSSI or an FAA/OEM Approved Repair Facility) shall be free from defects in material and workmanship for the period of time covered by the applicable FAA/OEM Approved Repair Facility's Warranty. In the event that a defect occurs during such period, as the Customer's sole remedy against JSSI hereunder, JSSI shall rectify such defect at its sole cost and expense including transportation. JSSI shall be solely responsible for recovering the cost of rectifying such defect from the repair facility, and Customer shall have no obligation to pursue any such warranty against the repair facility. However, if Customer wishes to pursue a warranty claim directly with a repair facility, Customer shall be entitled to do so, and in such event all available warranties shall be deemed assigned to Customer and JSSI shall assist Customer as reasonable in pursuing such claim directly against such repair facility.

(r) Indemnification. JSSI hereby agrees to indemnify Customer for all claims arising only out of the performance of any services provided by JSSI hereunder. This indemnification obligation does not apply to the specific exclusions and disclaimers set forth in Section III(l) hereof. JSSI shall bear the risk of loss or damage to the Engines and any Components during each period when any such Engine or Component is receiving services covered by this Contract. JSSI shall maintain (or cause the FAA/OEM Approved Repair Facilities to maintain) at no cost to Customer insurance against loss or damage to the Engines for at least fair market value of the Engines to cover the Engines while being serviced at an FAA/OEM Approved Repair Facility, naming Customer as

loss payee. Upon request, JSSI shall furnish Customer a certificate evidencing such insurance. In addition, JSSI shall request that the FAA/OEM Approved Repair Facilities name the Customer as an additional insured on their respective policies of insurance which provide liability coverage.

(s) Transportation. For any Scheduled Maintenance or Unscheduled Maintenance requiring a shop visit, JSSI will at its sole cost and expense (except that in the case of a shop visit excluded by the terms of Section III(i) Customer shall pay the out-of-pocket freight charges incurred by JSSI) arrange for and provide (x) transportation from Customer's facility or (in the case of any Unscheduled Shop Visit) any other location at which the Engine removal occurs, to the applicable FAA/OEM Approved Repair Facility (and to any applicable subcontractors of such facility), and (y) return transportation to Customer's facility.

IV. RENTAL ENGINES.

As a condition to the FAA/OEM Approved Repair Facility furnishing a Rental Engine to the Customer, an Aircraft Engine Bailment Contract or Exchange Contract shall be executed between the Customer and the FAA/OEM Approved Repair Facility. Notwithstanding anything to the contrary herein, JSSI shall not be required to pay for a Rental Engine for more than one hundred twenty (120) consecutive days per event unless otherwise agreed by the parties in writing, and JSSI shall not pay for any Rental Engine for more than five (5) business days after completion of Engine repair and maintenance. Failure by the Customer to return a Rental Engine within five (5) business days of completion of the related Engine repair and maintenance shall subject the Customer to the repair facility's standard Rental Engine charges.

V. TRANSFER, TERMINATION AND CONTINUATION OF SERVICE.

(a) Transfer of Lease or Aircraft to Affiliate. An Aircraft (or Customer's interest as lessee of an Aircraft) may be transferred by Customer to an Affiliate without terminating this Contract. Thereafter, this Contract shall continue in full force and effect with respect to such Affiliate. The Customer agrees to promptly notify JSSI of any such transfer and to promptly provide any additional information or documentation reasonably requested by JSSI.

(b) Sale of Aircraft. In the event the Aircraft owner/lessor (or Customer, in the event that Customer ever becomes the owner of an Aircraft), determines to sell an Aircraft during the term of this Contract, the Customer agrees to provide prompt written notice to JSSI, including the name and address of the Purchaser, the Aircraft and Engine operating hours and Engine cycles recorded at the time of delivery of the Aircraft to the Purchaser and any other information reasonably requested by JSSI. If the Customer is in full compliance of the terms and conditions of this Contract at the time of sale, and the Purchaser desires to

maintain enrollment in the Program, JSSI and the Customer shall take all necessary steps to assign all of the Customer's rights and obligations under this Contract with respect to the particular Engine(s) sold to the Purchaser.

(c) Termination or Expiration of Lease. In the event that Customer's lease of an Aircraft terminates or expires during the term of this Contract, the Customer has the option of (i) assigning all of the Customer's rights and obligations under this Contract with respect to the particular Engine(s) covered by such lease to the lessor (Aircraft owner), or (ii) terminating this Contract as to such Engine(s) as of the date of expiration or termination of Customer's lease of such Aircraft. In the event of a termination of this Contract as to particular Engine(s) in accordance with Section V(c)(ii), the provisions of Section V(f)(ii) shall apply.

(d) Early Termination.

(i) [RESERVED]

(ii) Customer's Failure to Pay; Failure to Perform. In the event the Customer fails to pay any amounts due and owing hereunder within thirty (30) days after such amounts are due or in the event the Customer fails to perform any of its other obligations hereunder and after written notice of such failure to perform and the passage of a thirty (30) day period such failure to perform persists, JSSI shall have the right to terminate this Contract by providing written notice thereof to the Customer. All monies paid under this Contract shall then be forfeited, and JSSI and the Customer shall have no further obligations hereunder, except JSSI's obligation to return the Engine(s) and any Components to the Customer and the Customer's obligation to pay any amounts then due and owing to JSSI hereunder.

(iii) Falsification, Misrepresentation or Withholding of Data. In the event the Customer falsifies, misrepresents or withholds any data required to be maintained or submitted to JSSI or any FAA/OEM Approved Repair Facility pursuant to this Contract, JSSI may immediately terminate this Contract. In such event, all monies paid under this Contract shall be forfeited, and JSSI and the Customer shall have no further obligations hereunder, except JSSI's obligation to return the Engine(s) and any Components to the Customer and the Customer's obligation to pay any amounts then due and owing to JSSI hereunder.

(e) Continuation of Service: Follow-On Contract. The initial term of this Contract is sixty (60) months commencing on the date set forth in the opening paragraph hereof. At the conclusion of each sixty (60) month period, a follow-on contract will be issued to the Customer desiring such a contract similar in form and content to this Contract. At the time of issuance of such follow-on contract,

the Customer must be in compliance with all terms and conditions of this Contract.

(f) Addition and Deletion of Engines.

(i) This Contract shall cover the Engines described in Exhibit B, as amended from time to time. If the Customer adds Engines to its fleet that are of a make and model identified in Exhibit B, Customer shall have the option to add any or all such Engines to the coverage of this Contract, at the applicable Engine Operating Hourly Usage Rate, which shall take into account any available manufacturer's warranty coverage for such Engines. For such Engines, the Pro Rata Elimination Payment shall be determined in good faith by Customer and JSSI with respect to the existing hours and cycles on such Engines, and Exhibit B shall be amended to include the additional Engines on the Program.

(ii) In addition to the rights of the Customer set forth in Section V(b), the Customer shall have the right to remove Engines from the coverage of this Contract if such Engines are returned to their lessor, sold by Customer or suffer an event of loss. In such event all charges hereunder shall cease to accrue for such Engines on the date notified by Customer to JSSI as the date on which such Engines will cease to be covered by this Contract, the Customer shall immediately pay all amounts due and owing to JSSI through and including such date and any applicable warranty coverage set forth in Section III(q) will continue to apply to such Engines in accordance with the terms of such Section. Upon any removal of Engines as contemplated by the terms of this subsection, JSSI and the Customer shall determine (a) the product of (x) the aggregate of all amounts paid hereunder by Customer with respect to such Engines (including any Pro Rata Elimination Payment) less any allocable expenses of the Trust with respect to such Engines, including expenses for taxes, insurance and trustee fees and payment of any Management Fees, as defined in the Trust, and (y) .95; and (b) the aggregate of all amounts paid to FAA/OEM Approved Repair Facilities by JSSI with respect to such Engines. If the amount determined under clause (a) exceeds the amount determined under clause (b), JSSI shall pay such excess to Customer in cash. If the amount determined under clause (b) exceeds the amount determined under clause (a), Customer shall pay such excess to JSSI in cash.

(g) Material Default by JSSI. In the event of JSSI's (i) persistent failure to provide Spare Engines in accordance with Section III(o) hereof; (ii) persistent failure to meet the requirements of Section III(p) hereof; (iii) persistent failure to remedy defective maintenance and repair work performed by FAA/OEM Approved Repair Facilities hereunder; or (iv) filing of a petition in bankruptcy or the filing of an involuntary petition in bankruptcy against JSSI which is not

vacated within a period of 90 days thereafter, the Customer shall have the right to terminate this Contract by providing written notice of such termination to JSSI. In such event, all charges hereunder shall cease to accrue on the date of delivery of such notice to JSSI, and JSSI shall promptly pay to the Customer in cash the excess, if any, of all charges paid hereunder by the Customer with respect to the Engines (including any Pro Rata Elimination Payment) less all amounts paid with respect to the repair and maintenance of the Engines hereunder and less any allocable expenses of the Trust, including payment of taxes, insurance, trustee fees and Management Fees, as defined in the Trust Agreement.

(h) Early Termination of Contract by Customer. In the event the Customer desires to terminate this Contract for reasons other than those set forth in subsections f(ii) and (g) of this Section V, the Customer may do so by delivering a written notice of such termination to JSSI. In such event, all charges hereunder shall cease to accrue for the Engines on the date of delivery of such notice, and the Customer shall immediately pay all amounts due and owing to JSSI through and including such date. JSSI and the Customer shall determine (a) the aggregate of all amounts paid hereunder by Customer with respect to the Engines (including any Pro Rata Elimination Payments) less any allocable expenses of the Trust with respect to the Engines, including expenses for taxes, insurance and trustee fees and payment of any Management Fees, as defined in the Trust; and (b) the aggregate of all amounts paid to FAA/OEM Approved Repair Facilities by JSSI with respect to the Engines. If the amount determined under clause (a) exceeds the amount determined under clause (b), JSSI shall pay sixty-five percent (65%) of such expenses to Customer in cash and twenty-five percent (25%) of such expenses in the form of a credit for future Engine maintenance and repair, payable in accordance with valid invoices issued by FAA/OEM Approved Repair Facilities. If the amount determined under clause (b) exceeds the amount determined under (a), Customer shall pay such excess to JSSI in cash.

(i) Non-Defaulting Party. Notwithstanding anything to the contrary set forth herein, in the event of any termination of this Contract due to the default of either party, the non-defaulting party shall have no obligation to make any payment to the defaulting party in connection with such termination.

VI. FEES AND OTHER CHARGES.

(a) Enrollment Fee. Upon the execution of the Contract, the Customer will pay to JSSI an Enrollment Fee as specified on the Application. No Scheduled Maintenance or Unscheduled Maintenance shall be paid for by JSSI hereunder, unless and until the Enrollment Fee has been paid by the Customer.

(b) Monthly Service Charge. Each month during the term of this Contract, the Customer shall pay a monthly service charge based upon an established

Engine Operating Hourly Usage Rate as set forth on the Application and the Engine Operating Time logged during the month.

Not later than ten (10) days after the end of each month, the Customer shall submit to a lockbox designated by JSSI a completed "Monthly Status/Invoice Report" form supplied by JSSI, providing accurate operational information including the Aircraft total time and cycles and Engine Operating Time and cycles for each Engine recorded during the preceding month. The Customer shall submit with the Monthly Status/Invoice Report a payment equal to the Engine Operating Time logged for each Engine during the preceding month, multiplied by the Engine Operating Hourly Usage Rate as specified in the Application, made payable to the Jet Engine Maintenance Trust. All amounts including the Pro Rata Elimination Payment shall be promptly deposited into the Trust by JSSI.

If any of Customer's monthly reports and payments for any month are not received within thirty (30) days of the end of that month, all services provided under this Contract may be suspended and a late charge (as described in subsection (e) of this Section) may be assessed.

On July 1 of each year, JSSI shall be entitled to adjust its charges to the Customer as described in this Section, establishing the new Engine Operating Hourly Usage Rate for the following twelve (12) month period. Notwithstanding the terms of the preceding sentence, no such annual adjustment of charges hereunder shall exceed three percent (3%) per annum.

(c) Engine Cycles Per Hour. The Engine Operating Hourly Usage Rate is calculated assuming an average of one (1) Engine Cycle per hour of Engine Operation in any twelve (12) month period. In the event the actual operation exceeds one (1) Engine Cycle per hour of Engine Operation, averaged over a twelve (12) month period, JSSI reserves the right to increase the Engine Operating Hourly Usage Rate (but not by more than three percent (3%) per annum), and such increase will be retroactive for the period during which the actual operation exceeded an average of one (1) Engine Cycle per hour.

(d) Payments in U.S. Dollars. All payments hereunder shall be made in U.S. Dollars, payable by cashiers or certified check, bank wire transfer or by company check.

(e) Late Payments. In the event the Customer fails to make any payment when due hereunder, whether relating to payment of an invoice for the Customer's Pro Rata share of repair or maintenance or relating to payment of the monthly service charge hereunder, and such payment remains unpaid for a period of at least thirty (30) days thereafter, JSSI shall have the right to assess a late charge equal to 1.5% per month of the amount of such late payment.

(f) Minimum Service Charge. The Customer agrees to pay an annual minimum service charge for each of the five (5) years of this Contract, based on a fleet average of 700 hours per Engine enrolled for all Engines, as indicated in Schedule B attached hereto. Any Engines removed from the Program under Section V (f) shall no longer be counted for the calculation of such minimum service charge, and such minimum service charge shall cease to accrue upon the termination of this Contract in accordance with its terms. In the event the Customer fails to meet the minimum annual flight hour requirement the Customer will be invoiced for the shortfall annually. In calculating the above-described amounts for any Engine enrolled on the Program for a period of less than one full year, JSSI shall apply a percentage rate to the calculation to reflect that portion of such year such Engine was enrolled. Failure to meet the annual minimum fleet flight hour requirement and failure to pay the deficiency in a timely manner shall cause JSSI to suspend services to all enrolled Engines until such time as the payment is brought current according to the terms of this Contract. To the extent the Customer's failure, if any, to operate the Engines for the minimum annual flight hour requirement as described herein is directly attributed to a Fortuitous Event, JSSI shall not require the Customer to pay that portion of the deficiency so attributed. For the purpose hereof, "Fortuitous Event" shall mean an unforeseen event not caused in whole or in part by the action or inaction of the Customer.

(g) Taxes. All Federal, State or local taxes applicable to the sale, use, delivery or transportation of the Engine(s) or Components or to the services provided hereunder as well as all duties and import tariffs shall be paid by the Customer.

(h) Collection Expenses. If a judgment is rendered in favor of a party hereto in connection with a breach or threatened breach of this Contract by the other party, the prevailing party shall be entitled to recover its reasonable litigation expenses, including attorneys' fees.

(i) Inspections/Liens. JSSI shall permit (and shall cause the FAA/OEM Approved Repair Facilities to permit) Customer to inspect the performance of all services covered hereby. So long as the Customer makes all payments when due hereunder, JSSI shall not suffer to exist any lien on any Engine or any part thereof (including, without limitation, any mechanic's or materialman's lien).

VII. GENERAL PROVISIONS.

(a) Entire Agreement. This Contract constitutes the entire agreement and understanding of the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, undertakings and agreements between the parties. No representation, inducement, agreement,

promise, understanding or waiver altering, modifying, taking from or adding to the terms, provisions or conditions hereof shall have any force or effect unless the same is in writing and duly executed by each of the parties hereto.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any party hereto shall be in writing and shall be deemed to have been duly given on the date of delivery, provided delivery is actually tendered at the appropriate address, addressed to the person to receive such notice, (1) in person, (2) by courier service, or (3) three (3) days after deposit in the U.S. mails by first class certified mail, postage prepaid, return receipt requested, all addressed as set forth on the Application or such other address as either party hereto shall designate to the other in conformity with the foregoing.

(c) Confidentiality. The Customer agrees not to disclose the pricing and termination rights of this Contract to any third party without JSSI's prior written consent, except to its attorneys, accountants and auditors and as may be required by law. JSSI agrees not to use the Customer's trade names and trademarks in any advertising or promotional material without obtaining the prior written consent of the Customer.

(d) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Waiver: Remedies. No delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both.

(f) Beneficiaries of Contract. The rights and obligations contained in this Contract are hereby declared by the parties hereto to have been provided expressly for the exclusive benefit of such parties and shall not benefit, and do not benefit, any unrelated third parties.

(g) Force Majeure. JSSI shall not be liable in any manner for any failure or delay in the performance or fulfillment of any of its duties or obligations hereunder, directly or indirectly resulting from any cause or circumstance beyond its control, including, but not limited to; acts of God, Federal, state or local laws, or governmental regulations, orders or restrictions, war, war-like conditions, hostilities, mobilization, blockades, embargo or other transportation delay, detention, revolution, riot, looting, strike, lockout or other labor disputes, shortages of labor, inability to secure fuel, materials, supplies or power at

reasonable prices or because of shortages thereof, epidemic, fire or flood. In the event of any such cause or circumstance, JSSI shall take all reasonable actions in order to mitigate the impact of same on the performance of this Contract.

(h) Binding Effect: Assignment. This Contract shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. Subject to Section V(a), (b) and (c), this Contract may not be assigned in full or in part by either party without the prior written consent of the other party.

(i) Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Contract to the contrary, if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Contract.

(j) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED TO THE OTHER AS OF THE DATE HEREOF, PRIOR THERETO OR THEREAFTER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS CONTRACT.

(k) Forum Choice and Venue. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT ANY ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS CONTRACT MAY BE LITIGATED EXCLUSIVELY IN FEDERAL OR STATE COURTS HAVING SITUS WITHIN THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN SUCH COUNTY. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS CONTRACT.

(l) Headings. The titles of the Sections and subsections have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning, interpretation or construction of this Contract.

(m) Counterparts. This Contract may be executed and delivered in any number of counterparts, each of which shall be considered an original and all of which, collectively, shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this JSSI Complete Plus Engine Maintenance Program Contract as of the date first above written.

JET SUPPORT SERVICES, INC.

By: 

Title: CEO

GENERAL MOTORS CORPORATION

By: 

Title: EXECUTIVE DIRECTOR
WORLDWIDE TRAVEL

CONTACTS

JSSI CONTRACT NO.: FC-G4X-004026-0

CUSTOMER

Name: General Motors Corporation
Contact: Ken Emerick
Title: Executive Director
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5608
Fax: 734-942-5675
E-mail:

OPERATOR

Name: General Motors Corporation
Contact: David Abbondanza
Title: Manager Ground Operations
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5670
Fax: 734-942-5675
E-mail: dave.d.abbondanza@gm.com

MAINTENANCE CONTACT

Name: General Motors Corporation
Contact: David Abbondanza
Title: Manager Ground Operations
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5670
Fax: 734-942-5675
E-mail: dave.d.abbondanza@gm.com

ACCOUNTS PAYABLE CONTACT

Name: General Motors Corporation
Contact: Cindy Falkeberg
Title: Purchasing Agent
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5681
Fax: 734-942-5675
E-mail: cindy.m.falkeberg@gm.com

REGISTERED OWNER

Name: General Motors Corporation
Contact: David Abbondanza
Title: Manager Ground Operations
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5670
Fax: 734-942-5675
E-Mail: dave.d.abbondanza@gm.com

LIENHOLDER/LESSOR

Name: None
Contact:
Address:
City, State, ZIP
Country:
Telephone:
Fax:
E-Mail:

AIRCRAFT INSURANCE COMPANY

Name: Please provide this information as soon as possible.
Contact:
Address:
City, State, ZIP
Country:
Telephone:
Fax:
E-Mail:

BILL TO

Name: General Motors Corporation
Contact: Cindy Falkeberg
Title: Purchasing Agent
Address: Bldg. 530 E. Service Drive
City, State, ZIP: Detroit, MI 48242
Country: USA
Telephone: 734-942-5681
Fax: 734-942-5675
E-mail: cindy.m.falkeberg@gm.com

EXHIBIT A

DEFINED TERMS

The following words and phrases when used in the Contract shall have the respective meanings set forth below and shall apply to the singular and plural forms of the defined terms:

1. **ABUSE** means (i) any negligent operation of an Engine by the Customer or (ii) any operation of an Engine by the Customer outside the OEM's recommended operating procedures and limits or the particular model's specifications prescribed by the OEM regarding operation, maintenance or overhaul limits, and as may be further limited by the applicable airworthiness authority. Abuse specifically includes careless handling, packaging and storage, lack of sufficient protection from the elements and operations outside the maximum ratings in the flight envelope.
2. **AFFILIATE** means any person or entity which controls, is controlled by or is under common control with the Customer. For the purposes hereof, "control" means not less than 50% ownership.
3. **AIRCRAFT** means the particular aircraft described in the Application.
4. **AIRCRAFT ENGINE BAILMENT CONTRACT** or **EXCHANGE CONTRACT** means the contract that sets forth the terms and conditions under which a FAA/OEM Approved Repair Facility agrees to provide the Customer with a Rental Engine during Engine maintenance.
5. **AIRWORTHINESS DIRECTIVE** means a particular amendment to Federal Aviation Regulation Part 39 which sets forth essential operating limitations necessary to achieve safe operation of U.S. registered aircraft.
6. **APPLICATION** means Exhibit B to this Contract.
7. **APPROVED REPAIR FACILITY** means any heavy maintenance facility or major service center approved by the FAA/OEM to perform the type and level of services in accord with this Contract.
8. **ASSEMBLY** means an integrated group of Components, miscellaneous parts, or consumable items, which are directly or indirectly related to Engine sub-assemblies.
9. **COMPONENT** means a part, or a combination of parts, subassembly unit or Module of an Engine supplied by or through the OEM as referenced in the engine illustrated parts catalogue.
10. **CONSUMABLE HARDWARE** means a Component which is replaced irrespective of apparent condition during the course of removal, maintenance, repair service, overhaul or inspection.
11. **CUSTOMER** means the party defined as such on page 1 of this Contract.
12. **ENGINE(S)** means the turbine powered engine(s) identified on the Application.
13. **ENGINE CYCLE** means any operating sequence as defined by the Aircraft/Engine manufacturer and continuously applied.
14. **ENGINE OPERATING HOURLY USAGE RATE** means the rate identified as such in the Application.
15. **ENGINE OPERATING TIME** means the time interval between take-off and Engine shutdown as recorded in the Engine log book.
16. **ENGINE OPERATION (HOURS OF)** means the cumulative number of hours in operation of each Engine computed in accordance with industry standards.
17. **EROSION** or **CORROSION** means the carrying away of material by the flow of grit, chemicals or hot gases.
18. **EXCLUDED EVENTS** means the events defined in Section III(I) of this Contract.
19. **FAA** means the Federal Aviation Administration or its foreign counterparts.
20. **FOREIGN OBJECT DAMAGE ("FOD")** means damage to an Engine caused by foreign matter being drawn into the Engine inlet, FOD includes damage caused by objects dropped into the Engine or internal parts during maintenance.

21. **HOT GAS EROSION** means the gradual wearing away of materials or protective coatings on the Components of Engines. Abnormal Hot Gas Erosion is a more rapid wearing away of the material or protective coatings which leads to an erosive attack on the parent material.
22. **INITIAL APPLICATION FEE** means the fee identified as such on the Application.
23. **INSPECTION** means the observation of an Engine, Module or Component or parts thereof, through disassembly, boroscope or other means approved by the FAA/OEM for the purpose of determining serviceability.
24. **JSSI** means JET SUPPORT SERVICES, INC., a Delaware corporation.
25. **LIFE LIMITED COMPONENT** means a Component having a specific useful life.
26. **LIGHTNING STRIKE** means an occurrence in which lightning has contacted the Aircraft or caused some outside electrical charge to be introduced into the Engine(s).
27. **LINE REPLACEMENT UNIT ("LRU")** means a Component supplied by or through the OEM, as referenced in the engine illustrated parts catalogue, which may normally be removed and replaced without the disassembly of any of the primary rotating Components of the Engine(s).
28. **MODULE** means a major serialized portion of an Engine.
29. **ON CONDITION** means Engine/Component serviceability is determined by successful accomplishment of repetitive Inspection, checks and tests. When the Engine/Component fails to meet the Inspection, check or test criterion, it must undergo maintenance and/or repair. This maintenance and/or repair is considered Scheduled Maintenance.
30. **ORIGINAL EQUIPMENT MANUFACTURER ("OEM")** means the original manufacturer of an Engine and/or Aircraft and is generally used to refer to the Original Equipment Manufacturer's specified parts, practices or procedures.
31. **OVERTEMPING** means any operation of the Engine(s) outside the OEM's recommended operating limits for temperature.
32. **PRE-INDUCTION DIAGNOSTIC SURVEY ("PIDS")** means a series of tests designed to detect any operational difficulties in the Engine(s). These tests are performed prior to the acceptance of any Engine into the Program. Each series of tests is Engine specific.
33. **PROGRAM** means the engine maintenance program provided pursuant to the terms and conditions of this Contract.
34. **PRO RATA** means the sharing of cost allocations between the Customer and JSSI, and, if applicable, such costs are set forth on Exhibit C, attached to the Contract.
35. **PRO RATA ELIMINATION PAYMENT** means a payment for usage of the Engine(s) prior to enrollment in the Program, which eliminates the need for any further Pro Rata payments by the Customer and is set forth, if applicable, on the Application.
36. **PURCHASER** means an individual or entity to whom or to which ownership of the Aircraft is transferred during the term of this Contract.
37. **RENTAL ENGINE** means an Engine provided to the Customer by an FAA/OEM Approved Repair Facility under the terms of this Contract.
38. **ROUTINE INSPECTION** means Inspection and serviceability checks as defined in the OEM's Engine maintenance manuals, except for daily, pre- and post-flight Inspections.
39. **SCHEDULED MAINTENANCE** means the disassembly, inspection, repair, reassembly and the functional test of an Engine or Component in accordance with the requirements of the applicable maintenance, repair and overhaul manuals. Scheduled Maintenance does not include Routine Inspections and maintenance.
40. **SCHEDULED EVENT** means any maintenance event which is described and scheduled by the OEM in the applicable manual.

41. SERVICE BULLETIN is a document issued by the OEM, which specifies an optional, recommended or mandatory compliance procedure related to improving performance, maintainability and reliability, and in some cases, may be issued to correct an airworthiness deficiency.
42. SERVICEABLE UNIT means an Engine or Component which is in a certifiable airworthy operating condition per the OEM's Engine maintenance manuals and the requirements of applicable airworthiness authorities.
43. SHOP ENTRY means putting an Engine into an FAA/OEM-approved repair facility for service.
44. TIME BETWEEN OVERHAUL ("TBO") means the number of hours and/or cycles for which an Engine or a Component may continue in service without being overhauled as prescribed by the OEM or applicable airworthiness authority.
45. TRANSFER FEE means the fee identified as such on the Application.
46. TROUBLESHOOTING means an investigative maintenance action which may result in the identification of a malfunctioning or failed Engine or Component.
47. TRUST means the Jet Engine Maintenance Trust Agreement entered into between JSSI, as Settlor, and Wells Fargo N.A., as Trustee, originally dated July 5, 1989, and as it has been, and may be further, amended from time to time.
48. UNSCHEDULED MAINTENANCE means unexpected repairs necessitated by malfunctions of an Engine or Component or part thereof.
49. UNSCHEDULED EVENT means any maintenance event that is not described and scheduled by the OEM in the applicable manual.
50. UNSERVICEABLE UNIT means an Engine that is not in operating condition within the limits specified in the OEM's Engine maintenance manuals, specifications and/or publications.
51. UNUSUAL PURPOSES means agricultural crop dusting, exclusive aircrew training or hostile military operations, or any use of the Aircraft in such geographical or climatic environments as to expose the Engine(s) to the damaging effects of low or high grade sulfadation resulting in Abnormal Hot Gas Erosion or Corrosion.

EXHIBIT B

APPLICATION

CONTRACT NO.: FC-G4X-004013-0

AIRCRAFT/ENGINE INFORMATION

Aircraft Make:	Gulfstream	Aircraft Serial No.:	4013
Aircraft Model:	GIVX (G350)	Registration No.:	N913GA
Aircraft Manufacture Date:	8/25/2005	Current Aircraft Landings:	23
Current Aircraft Hours:	32.0		
Engine Make:	RollsRoyce	Engine Model:	Tay 611-8

ENGINE No. 1	Serial No.: 85029	Hours: 32.0	Cycles: 23
ENGINE No. 2	Serial No.: 85030	Hours: 32.0	Cycles: 23

Manufacturer's Engine Warranty Expiration

Date: 09/01/2006
Hours: 3700.00

PIDS Completion Date: 10/28/2005

This Aircraft Operated Under: Part 135

Is the Customer tax-exempt? NO (If yes, please attach written evidence of tax-exempt status.)

FEE SCHEDULE

All fees in US Dollars

Hourly Rate Per Engine:	\$150.36*
Enrollment Fee:	\$2,500.00
Subsequent Transfer Fee (Due and payable only upon the transfer of this Contract):	\$2,500.00

MINIMUM OPERATING HOURS

Minimum Operating Hours Per Engine Per Contract Year: 500

* Custom Rate: At warranty expiration the rate will be the 1st run rate. This rate includes JSSI Plus Coverage.

EXHIBIT C

ENGINE PRO RATAS

Contract No: FC-G4X-004013-0 Engine Model: Tay 611-8

Summary Information (Date printed: 11/17/2005)

Position: 1	Serial #: 85029	Original TSN: 32.0	Original CSN: 23	Transfer TSN:	Transfer CSN:
Position: 2	Serial #: 85030	Original TSN: 32.0	Original CSN: 23	Transfer TSN:	Transfer CSN:

Engine Serial #: 85029 Engine Model: Tay 611-8

Part Category	Part Name	Part #	Serial #	Manufacture Limit			Contract			Client Pro Rata		
				HRS	Cycles	Mos	Hrs	Cycles	Mos	Hrs	Cycles	Mos
1	OH	JSS10200	85029	8000	-	240	32	23	-	0	-	0
1	ML	JSS10100	85029	4000	-	120	32	23	-	0	-	0
1	LPC DISC ASSY	JR34563A	STDK33448	-	11600	-	32	23	-	-	-	0
1	FAN BLADES	JR58319		-	19400	-	32	23	-	-	-	0
1	1ST IPC DISC ASSY	JR 28921	DTDK396	-	20000	-	32	23	-	-	-	0
1	2ND IPC DISC ASSY	JR 28922	DTDK390	-	20000	-	32	23	-	-	-	0
1	3RD IPC DISC ASSY	JR 29568	JR35036	-	15000	-	32	23	-	-	-	0
1	SHAFT LPIP ASSY	JR 35036	PAVN7684	-	11500	-	32	23	-	-	-	0
1	SHAFT HPC REAR ASSY	JR 35207A	PABX23330	-	20000	-	32	23	-	-	-	0
1	SHAFT LPC DRIVE ASSY	JR 35037	PABX23178	-	10600	-	32	23	-	-	-	0

1	1ST HPC DISC ASSEMBLY	JR 18049	EEBE1161	-	9850	-	32	23	-	-	0	-
1	2ND HPC DISC ASSEMBLY	JR 18742	SETP14422	-	20000	-	32	23	-	-	0	-
1	3RD HPC DISC ASSEMBLY	JR 18743	EEBE1120	-	20000	-	32	23	-	-	0	-
1	4TH HPC DISC ASSEMBLY	JR 18744	EEBE1151	-	20000	-	32	23	-	-	0	-
1	5TH HPC DISC ASSEMBLY	JR 18746	EEBE1185	-	20000	-	32	23	-	-	0	-
1	6TH HPC DISC ASSEMBLY	JR 18748	EEBE1144	-	20000	-	32	23	-	-	0	-
1	7TH HPC DISC ASSEMBLY	JR 13814	EEBE955	-	20000	-	32	23	-	-	0	-
1	8TH HPC DISC ASSEMBLY	JR 13815	EEBH5331	-	20000	-	32	23	-	-	0	-
1	9TH HPC DISC ASSEMBLY	JR 13816	EEBH5366	-	20000	-	32	23	-	-	0	-
1	10TH HPC DISC ASSEMBLY	JR 18750	EEBH5320	-	20000	-	32	23	-	-	0	-
1	11TH HPC DISC ASSEMBLY	JR 18751	EEBH5223	-	20000	-	32	23	-	-	0	-
1	12TH HPC DISC ASSEMBLY	JR 18448A	EEBH5240	-	9350	-	32	23	-	-	0	-
1	HP TURBINE SHAFT	JR 35030A	PABX23352A	-	15000	-	32	23	-	-	0	-
1	HPT DISK STG 1	JR 57975	SETM22637	-	10000	-	32	23	-	-	0	-

10/20/2003

1	HPT DISK STG 2	JR 57978	EEBH5327	-	10000	-	32	23	-	0	-
1	SLEEVE	NPH7674	GETM19681	-	12850	-	32	23	-	0	-
1	HPT 1 BLADES	JR 34911		12000	-	-	32	23	-	0	-
1	HPT 2 BLADES	JR28901		-	-	-	32	23	-	0	-
1	LP TURBINE SHAFT	JR 35039		-	11500	-	32	23	-	0	-
1	1ST LPT DISC ASSEMBLY	JR 57972	EETM6467	-	10000	-	32	23	-	0	-
1	2ND LPT DISC ASSEMBLY	JR 57973		-	10000	-	32	23	-	0	-
1	3RD LPT DISC ASSEMBLY	JR 57974	EETM6508	-	10000	-	32	23	-	0	-
1	OIL PRESSURE TRANSMITTER	APT12B1500	K0057	-	-	-	32	23	-	0	-
1	OIL PRESSURE SWITCH	RD952VL0871		-	-	-	32	23	-	0	-
1	OIL PRESSURE WARNING SWITCH	1138PG/CP/1/15		-	-	-	32	23	-	0	-
1	OIL COOLER	JR 28548A		-	-	-	32	23	-	0	-
1	LP TACH GENERATOR	3002 KGA-1--L		-	-	-	32	23	-	0	-
1	HP TACH GENERATOR	3002 KGA-1--H		-	-	-	32	23	-	0	-

10/20/2003

Engine Serial #: 85030 Engine Model: Tay 611-8

Part Category	Part Name	Part #	Serial #	Manufacture Limit			Contract			Client Pro Rata		
				HRS	Cycles	Mos	Hrs	Cycles	Mos	Hrs	Cycles	Mos
1	OH	JSS10200	85030	8000	-	240	32	23	-	0	-	0
1	ML	JSS10100	85030	4000	-	120	32	23	-	0	-	0
1	LPC DISC ASSY	JR 34563A	FTTDK00768	-	11600	-	32	23	-	-	-	-
1	FAN BLADES	JR 58319		-	19400	-	32	23	-	-	-	-
1	1ST IPC DISC ASSY	JR 28921	DTDK307	-	20000	-	32	23	-	-	-	-
1	2ND IPC DISC ASSY	JR 28922	DTDK430	-	20000	-	32	23	-	-	-	-
1	3RD IPC DISC ASSY	JR 28968	DTDK417	-	15000	-	32	23	-	-	-	-
1	SHAFT LPIP ASSY	JR 35036	PAVN7416	-	11500	-	32	23	-	-	-	-
1	SHAFT HPC REAR ASSY	JR 35037	PABX23283	-	20000	-	32	23	-	-	-	-
1	SHAFT LPC DRIVE ASSY	JR 35037	PABX23162	-	10600	-	32	23	-	-	-	-
1	1ST HPC DISC ASSEMBLY	JR 18049	EEBE1163	-	20000	-	32	23	-	-	-	-

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1	2ND HPC DISC ASSEMBLY	JR 18742	SETP14417	-	20000	-	32	23	-	-	0	-
1	3RD HPC DISC ASSEMBLY	JR 18743	EEBE1173	-	20000	-	32	23	-	-	0	-
1	4TH HPC DISC ASSEMBLY	JR 18744	EEBE1153	-	20000	-	32	23	-	-	0	-
1	5TH HPC DISC ASSEMBLY	JR 18746	EEBE880	-	20000	-	32	23	-	-	0	-
1	6TH HPC DISC ASSEMBLY	JR 18748	EEBE1145	-	20000	-	32	23	-	-	0	-
1	7TH HPC DISC ASSEMBLY	JR 13814	EEBE1069	-	20000	-	32	23	-	-	0	-
1	8TH HPC DISC ASSEMBLY	JR 13815	EEBH5329	-	20000	-	32	23	-	-	0	-
1	9TH HPC DISC ASSEMBLY	JR 13816	EEBH5348	-	20000	-	32	23	-	-	0	-
1	10TH HPC DISC ASSEMBLY	JR 18750	EEBH5346	-	20000	-	32	23	-	-	0	-
1	11TH HPC DISC ASSEMBLY	JR 18751	EEBH5295	-	20000	-	32	23	-	-	0	-
1	12TH HPC DISC ASSEMBLY	JR 18448A	EETM5322	-	9350	-	32	23	-	-	0	-
1	HP TURBINE SHAFT	JR 35030A	PABX23342A	-	15000	-	32	23	-	-	0	-
1	HPT DISK STG 1	JR 57975	SETM22644	-	10000	-	32	23	-	-	0	-
1	HPT DISK STG 2	JR67978	EEBH5442	-	12850	-	32	23	-	-	0	-
1	SLEEVE	NPH7674	GETM19698	-	12850	-	-	-	-	-	0	-

10/20/2003

1	HPT 1 BLADES	JR 34911			12000	-	-	32	23	-	0	-	-
1	HPT 2 BLADES	JR28901			-	-	-	32	23	-	0	-	-
1	LP TURBINE SHAFT	JR 35039	PAVN7587		-	11500	-	32	23	-	-	0	-
1	1ST LPT DISC ASSEMBLY	JR 57972	EETM6407		-	10000	-	32	23	-	-	0	-
1	2ND LPT DISC ASSEMBLY	JR 57973	EETM6511		-	10000	-	32	23	-	-	0	-
1	3RD LPT DISC ASSEMBLY	JR 57974	EETM6385		-	10000	-	32	23	-	-	0	-
1	OIL PRESSURE TRANSMITTER	APT12B1500	L0054		-	-	-	32	23	-	0	-	-
1	OIL PRESSURE SWITCH	RD952VL0871			-	-	-	32	23	-	0	-	-
1	OIL PRESSURE WARNING SWITCH	1138PG/CP/1/15			-	-	-	32	23	-	0	-	-
1	OIL COOLER	JR 28548A			-	-	-	32	23	-	0	-	-
1	LP TACH GENERATOR	3002 KGA-1-L			-	-	-	32	23	-	0	-	-
1	HP TACH GENERATOR	3002 KGA-1-H			-	-	-	32	23	-	0	-	-
1	TOP TEMP CONTROL ACTUATOR	301-RAA-2			-	-	-	32	23	-	0	-	-
1	T26 THERMAL UNIT	1040-1-11			-	-	-	32	23	-	0	-	-

10/20/2003

1	FUEL FLOW REGULATOR	CASC504		-	-	-	-	32	23	-	0	-
1	LP SHAFT GOVERNOR	LPG500		-	-	-	-	32	23	-	0	-
1	HP FUEL PUMP	GD502	B081	-	-	-	-	32	23	-	0	-
1	LP FUEL PUMP	EJP101	B4541	-	-	-	-	32	23	-	0	-

10/20/2003

EXHIBIT B

Robert B. Weiss
Donald F. Baty, Jr.
Judy B. Calton
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*Special Counsel to the Debtors and
Debtors in Possession*

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

-----X
:
In Re : Chapter 11
:
:
MOTORS LIQUIDATION COMPANY (f/k/a : Case No. 09-50026 (REG)
General Motors Corp.), et al., : (Jointly Administered)
:
:
Debtors. : Hon. Robert E. Gerber
:
:
-----X

DECLARATION OF DAVID RENNER

David Renner declares as follows:

1. Until on or about July 10, 2009, I was employed by Motors Liquidation Company, f/k/a General Motors Corporation ("MLC") as its Worldwide Travel Services Finance Manager.

2. I make this Declaration upon personal knowledge. If called as a witness, I would testify to the facts contained herein.

3. My responsibilities at MLC included the financial management of activities associated with travel, such as company aircraft, business travel and company vehicles.

4. The contracts between MLC and Jet Support Services, Inc. ("**JSSI**") for the scheduled and unscheduled (i.e., unexpected) maintenance of the engines on the aircraft leased by MLC were within my responsibility.

5. As of the beginning of MLC's bankruptcy case, MLC and JSSI were party to two engine maintenance contracts covering seven engines (collectively, **the "JSSI Agreements"**):

(a) the JSSI Complete Plus Engine Maintenance Program Contract dated May 20, 2002 as extended (**the "GV Agreement"**); and

(b) the JSSI Complete Plus Engine Maintenance Program Contract/General Motors Corporation/Contract Nos. FC-GYX-004013-0, FC-GYX-004016-0, FC-GYX-004026-0 dated October 20, 2003, as extended (**the "G350 Agreement"**).

6. The GV Agreement provides the terms under which JSSI provided scheduled and unscheduled maintenance services for the engines in the GV Gulfstream aircraft leased by MLC from the lessor.

7. Similarly, the G350 Agreement provides the terms under which JSSI provided scheduled and unscheduled maintenance services for the engines in the G350 Gulfstream aircraft leased by MLC from the lessor.

8. Under the JSSI Agreements, MLC made payments, including monthly payments based on flight hours reported for each engine to a specific trust account to be used by JSSI to cover, among other things, the costs of performing unscheduled and scheduled midlife major overhauls of the engines, which overhauls represent a significant expense.

9. MLC rejected its leases of Gulfstream GV and Gulfstream G350 aircraft (and the associated aircraft engines) in the *Order Pursuant to 11 U.S.C. §365 Authorizing The Rejection of Aircraft and Airport Lease Agreements and For Related Relief* dated June 18, 2009.

10. The GV engines were returned to the lessor on July 1, 2009 as follows:

<u>Aircraft Serial Number</u>	<u>Registration Number</u>	<u>Return Date</u>
550	N 5101	7/1/2009
551	N 5102	7/1/2009

11. The GV Agreement provides a formula to determine how much is owed when the engines subject to the GV Agreement are returned to their lessors in Section V(f)(ii). I estimate that under the GV Agreement MLC owes JSSI approximately \$600,000 because the cumulative expenditures for these engines, including the midlife major engine overhaul of the GV engines, exceeded the cumulative payments to JSSI as of the date that the aircraft and aircraft engines were returned to the lessor.

12. The G350 Agreement has a provision in Section V(f)(ii) very similar to Section V(f)(ii) of the GV Agreement for the calculation of monies owed under the contract when the engines subject to the G350 Agreement are returned to the lessor.

13. MCL gave JSSI notice on or about June 11, 2009 that the G350 engines were to be returned to the lessor. The G350 engines were returned to the lessor between June 26, 2009 and June 29, 2009, as summarized below:

<u>Aircraft Serial Number</u>	<u>Registration Number</u>	<u>Return Date</u>
4013	N5113	6/26/2009
4016	N5114	6/29/2009
4019	N5115	6/29/2009
4023	N5116	6/26/2009
4026	N5117	6/27/2009

14. I estimate that under the G350 Agreement, JSSI owes MLC approximately \$1,750,000. JSSI owes MLC since the cumulative expenditures by JSSI for these engines were significantly less than the cumulative payments from MLC as of date that the aircraft and aircraft engines were returned to the lessor. The significant positive trust balances relate to the fact that the G350 aircraft engines had not reached the hourly threshold for the midlife major overhauls.

15. After the return of the G350 engines to the lessor, MLC does not owe any further performance to JSSI under the G350 Agreement.

16. I make this Declaration under penalty of perjury



David Renner

Executed on August 5, 2009
in DETROIT, Michigan

DETROIT.3770045.5

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)
Debtors. : (Jointly Administered)
-----X

**ORDER PURSUANT TO SECTION 365
OF THE BANKRUPTCY CODE APPROVING THE
ASSUMPTION OR REJECTION OF OPEN TRADE CONFIRMATIONS**

Upon the motion, dated November 14, 2008 (the “Motion”), of Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtor, Lehman Commercial Paper Inc. (“LCPI”), as debtors and debtors in possession (together, the “Debtors”), pursuant to section 365(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) for entry of an order approving the Debtors’ assumption of the Assumed Trades,¹ rejection of the Rejected Trades, and modification and assumption of the Amended Trades, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided in accordance with the procedures set forth in the order entered September 22, 2008 governing case management and administrative procedures [Docket No. 285] to (i) the United States Trustee for the Southern District of New York; (ii) the attorneys for the Official Committee of Unsecured Creditors; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; (vi) all parties who have requested notice in these chapter 11 cases; and (vii) all Counterparties; and it appearing that no other or further notice need be provided; and an Order Pursuant to Section 365 of the Bankruptcy Code Approving the Assumption or Rejection of Open Trade Confirmations having been entered by the Court on December 16, 2008 and an Order Pursuant to Section 365 of the Bankruptcy Code Approving the Assumption or Rejection of Open Trade Confirmations and Correcting Prior Order having been entered by the Court on December 23, 2008, each granting the relief requested therein as to certain Counterparties and adjourning the hearing with respect to certain objecting Counterparties; and the Court having been notified that (a) Fir Tree Capital Opportunity Master Fund, LP and Fir Tree Value Master Fund LP (together, "Fir Tree") have withdrawn their Objection, (b) P. Schoenfeld Asset Management LLC has withdrawn its Objection, and (c) the Debtors have agreed to withdraw the Motion as to H/2 Capital Partners LP ("H/2"), with prejudice, and that, accordingly, the Debtors have deleted all trades to which H/2 is Counterparty from Exhibits A, B, and C attached hereto; and a hearing (the "Hearing") having been held to consider the relief requested in the Motion with respect to certain

Counterparties; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that subject to the terms set forth in those certain letter agreements between LCPI and/or LBHI and each of the Settling Counterparties (as defined hereinafter) and herein, the Motion is granted with respect to the following Counterparties, all of which have agreed to settle their objections with the Debtors:

Morgan Stanley International Limited
JPMorgan Chase & Co.
Tennenbaum Opportunities Partners V, L.P.
Special Value Expansion Fund, LLC
Special Value Opportunities Fund, LLC
Wachovia Bank, National Association
Evergreen Investment Management Company, LLC
Bank of America, N.A.
Putnam Investments
M&G Investment Management Limited

(collectively, the Settling Counterparties"); and it is further

ORDERED that the terms of each of the letter agreements between LCPI and/or LBHI and each of the Settling Counterparties relating to the Open Trade Confirmations are hereby approved and binding on each of the parties thereto; and it is further

ORDERED, pursuant to section 365(a) of the Bankruptcy Code, that the Debtors' assumption of the Assumed Trades set forth on Exhibit A annexed hereto is hereby approved; and it is further

ORDERED, pursuant to section 365(a) of the Bankruptcy Code, that the Debtors' rejection of the Rejected Trades set forth on Exhibit B annexed hereto is hereby approved, with such rejection effective as of the date hereof; and it is further

ORDERED, pursuant to section 365(a) of the Bankruptcy Code, that the Debtors are authorized to enter into agreements to modify the Amended Trades set forth on Exhibit C annexed hereto and that assumption of the Amended Trades as modified is hereby approved; and it is further

ORDERED, that with respect to the Open Trade Confirmations with Fir Tree pertaining to CIT Group Inc, which will be closed through a market standard form of participation agreement, all payments received by the Debtors with respect to such participated positions do not constitute property of the Debtors' estates and shall be conveyed by the Debtors to Fir Tree as and when received (subject to the terms of the market standard form of participation agreement) and any payment made by Fir Tree to the Debtors in accordance with the terms of such participation agreement to satisfy a payment obligation under the applicable credit agreement (i.e. the funding of unfunded loan commitments or the reimbursement of the administrative agent's expenses, etc.) do not constitute property of the Debtors' estates and shall be conveyed by the Debtors to the appropriate party in accordance with the terms of such participation agreement; and it is further

ORDERED that the hearing with respect to the Motion is hereby adjourned to January 28, 2009, at 10:00 a.m. with respect to the objections of Deutsche Bank, Citigroup, Inc., Goldman Sachs, Whippoorwill Associates, Inc., R3 Capital Management LLC, AIB International Finance, Lloyds TSB Bank, AXA Mezzanine II

SA, SICAR, MD Mezzanine SA, SICAR, KKR Debt Investors (2006) (Ireland) L.P., and Avenue Investments, L.P.; and it is further

ORDERED that the Debtors are not required to pay any cure costs to any Counterparty to an Assumed Trade or an Amended Trade; and it is further

ORDERED that the Debtors have demonstrated adequate assurance of future performance of the Assumed Trades and the Amended Trades; and it is further

ORDERED that no Counterparty shall be entitled to assert or take any action to exercise a right to set off any prepetition claim that it might have against either Debtor, including, without limitation, claims for damages arising from the rejection of a Rejected Trade, against any obligation payable to the applicable Debtor under any Assumed Trade or Amended Trade, *provided, however*, that nothing contained in this Order shall compromise the right that any Counterparty may have to file a claim for damages arising from the rejection of a Rejected Trade if such right is preserved in such Counterparty's letter agreement; and it is further

ORDERED that settlement of all Assumed Trades or Amended Trades shall include all appropriate, usual and customary settlement adjustments; and it is further

ORDERED that the Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate the assumption, rejection or modification of Open Trade Confirmations as provided in this Order; and it is further

ORDERED that the Debtors and each of Field Point IV S.a.r.l. and Blue Mountain Credit Alternatives Master Fund L.P. shall agree on a discovery schedule and

submit to the Court a proposed pretrial order with respect to litigation of such objections;
and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and that the requirements of Bankruptcy Rule 6006(a) and Local Rule 6006-1 are satisfied; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: January 16, 2009
New York, New York

/s/ James M. Peck
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A
ASSUMED TRADES

LCPI & LCPI UK

Assumed

Entity	Deal Name	Customer	Tranche	B/S	TradeDate	CurrCode	Status
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen High Income Fund		S	6/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	7/16/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	7/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	7/25/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	7/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	8/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Income Fund		S	9/3/2008	USD	Assumed
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen High Yield Bond Trust		S	6/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	7/16/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	7/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	7/25/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	7/30/2008	USD	Assumed

LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	8/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen High Yield Bond Trust		S	9/3/2008	USD	Assumed
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen Income Advantage Fund		S	6/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	7/16/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	7/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	7/25/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	7/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	8/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Income Advantage Fund		S	9/3/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen M-Sec Inc Fd- High Yield		S	7/16/2008	USD	Assumed
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen Multi-Sector Income Fund		S	6/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Multi-Sector Income Fund		S	7/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Multi-Sector Income Fund		S	7/25/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Multi-Sector Income Fund		S	7/30/2008	USD	Assumed

LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Multi-Sector Income Fund		S	8/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen Multi-Sector Income Fund		S	9/3/2008	USD	Assumed
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen Select High Yield Bond Fund		S	6/30/2008	USD	Assumed
LCPI	GREEKTOWN HOLDINGS, L.L.C. (Term B Loan)	Evergreen VA High Income Fund		S	6/30/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen VA High Income Fund		S	7/25/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen VA High Income Fund		S	8/22/2008	USD	Assumed
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Evergreen VA High Income Fund		S	9/3/2008	USD	Assumed
LCPI	CIT GROUP INC 5YR (12/6/06-CITI)	FIR TREE CAPITAL OPP MASTER FD		S	7/31/2008	USD	Assumed
LCPI	CIT GROUP INC 5YR (12/6/06-CITI)	FIR TREE CAPITAL OPP MASTER FD		S	8/5/2008	USD	Assumed
LCPIUK	LAVENA SENIOR (2 MAR 07) PROSIEBENHOLDCO	FIR TREE PARTNERS (MASTER)	B1	S	4/17/2008	EUR	Assumed
LCPIUK	LAVENA SENIOR (2 MAR 07) PROSIEBENHOLDCO	FIR TREE PARTNERS (MASTER)	B1	S	4/17/2008	EUR	Assumed
LCPIUK	LAVENA SENIOR (2 MAR 07) PROSIEBENHOLDCO	FIR TREE PARTNERS (MASTER)	C1	S	4/17/2008	EUR	Assumed
LCPIUK	LAVENA SENIOR (2 MAR 07) PROSIEBENHOLDCO	FIR TREE PARTNERS (MASTER)	C1	S	4/22/2008	EUR	Assumed
LCPI	CIT GROUP INC 5YR (12/6/06-CITI)	FIR TREE VALUE MASTER FD LP		S	7/31/2008	USD	Assumed

LCPI	CIT GROUP INC 5YR (12/6/06-CITI)	FIR TREE VALUE MASTER FD LP		S	8/5/2008	USD	Assumed
LCPI	DOLLAR GENERAL TERM (7-06-07)	IG PUTNAM US HIGH YIELD INC FUND		S	8/28/2008	USD	Assumed
LCPI	DOLLAR GENERAL TERM (7-06-07)	INTERPOLIS PENSIONEN HYP		S	8/28/2008	USD	Assumed
LCPI	COLLINS & AIKMAN PRODUCTS CO	JP MORGAN CHASE BANK NA		S	9/25/2007	USD	Assumed
LCPI	COLLINS & AIKMAN PRODUCTS CO	JP MORGAN CHASE BANK NA		S	9/26/2007	USD	Assumed
LCPI	COLLINS & AIKMAN PRODUCTS CO	JP MORGAN CHASE BANK NA		S	10/2/2007	USD	Assumed
LCPI	COLLINS & AIKMAN PRODUCTS CO	JP MORGAN CHASE BANK NA		S	10/3/2007	USD	Assumed
LCPI	COLLINS & AIKMAN PRODUCTS CO	JP MORGAN CHASE BANK NA		S	12/21/2007	USD	Assumed
LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN CHASE BANK NA		S	7/30/2008	USD	Assumed
LCPIUK	AMADEUS / PROJECT AQUA (SECONDARY DEAL)	JP MORGAN EUROPE LTD	B1	S	2/13/2008	EUR	Assumed
LCPIUK	AMADEUS / PROJECT AQUA (SECONDARY DEAL)	JP MORGAN EUROPE LTD	C1	S	2/13/2008	EUR	Assumed
LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN WHITEFRIARS INC.		S	6/5/2008	USD	Assumed
LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN WHITEFRIARS INC.		S	6/5/2008	USD	Assumed
LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN WHITEFRIARS INC.		S	6/6/2008	USD	Assumed

LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN WHITEFRIARS INC.		S	6/6/2008	USD	Assumed
LCPI	SWIFT TRANSPORTATION (5/10/07)	JP MORGAN WHITEFRIARS INC.		S	6/12/2008	USD	Assumed
LCPIUK	NTL CABLE PLC	MORGAN STANLEY BANK INTERNATIONAL LIMITED	B11 (Previously B5)	S	4/10/2008	GBP	Assumed
LCPIUK	NTL CABLE PLC	MORGAN STANLEY BANK INTERNATIONAL LIMITED	B12 (Previously B6)	S	4/10/2008	GBP	Assumed
LCPI	DOLLAR GENERAL TERM (7-06- 07)	PUTNAM BANK LOAN FUND (CAYMAN)		S	8/28/2008	USD	Assumed
LCPI	DOLLAR GENERAL TERM (7-06- 07)	PUTNAM FLOATING RATE INCOME FUND		S	8/28/2008	USD	Assumed
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Tranche C)	WACHOVIA BANK		S	8/20/2008	USD	Assumed
LCPI	PENN NAT'L GAMING,INC.10/03/05	WACHOVIA BANK		S	7/18/2008	USD	Assumed

EXHIBIT B
REJECTED TRADES

LCPI & LCPI UK**Rejected**

Entity	Deal Name	Customer Name	Tranche	B/S	TradeDate	Curr Code	Status
LCPI	LANDSOURCE DIP FIRST LIEN (6/16/08)	BANK OF AMERICA		S	8/19/2008	USD	Rejected
LCPI	NTK (NORTEK) HOLDINGS, INC.(PIK)	BANK OF AMERICA		B	7/9/2008	USD	Rejected
LCPI	NTK (NORTEK) HOLDINGS, INC.(PIK)	BANK OF AMERICA		B	7/9/2008	USD	Rejected
LCPI	QUEBECOR WORLD INC.	BANK OF AMERICA		B	5/29/2008	USD	Rejected
LCPI	TRIBUNE COMPANY (6/04/07) 8 BIL (tranche B term loan)	BANK OF AMERICA		B	6/5/2008	USD	Rejected
LCPI	TRIBUNE COMPANY (6/04/07) 8 BIL (tranche B term loan)	BANK OF AMERICA		B	6/5/2008	USD	Rejected
LCPI	TRIBUNE COMPANY (6/04/07) 8 BIL (tranche B term loan)	BANK OF AMERICA		B	8/12/2008	USD	Rejected
LCPI	TEMBEC INDUSTRIES INC 2/29/08	JP MORGAN CHASE BANK NA		B	6/26/2008	USD	Rejected
LCPI	SPANISH BROADCASTING - FIRST LIEN	PUTNAM INVESTMENTS		B	9/11/2008	USD	Rejected
LCPI	SPANISH BROADCASTING - FIRST LIEN	PUTNAM INVESTMENTS		B	9/11/2008	USD	Rejected
LCPI	WESCO AIRCRAFT HARDWARE CORP 1ST LIEN	PUTNAM INVESTMENTS		B	8/28/2008	USD	Rejected
LCPI	QUEBECOR WORLD INC.	WACHOVIA BANK		B		USD	Rejected

EXHIBIT C
AMENDED TRADES

LCPI & LCPI UK

Assumed with Modification

Entity	Deal Name	Customer Name	Tranche	B/S	TradeDate	Curr Code	Status
LCPI	DRESSER, INC. FIRST LIEN CA 5/07	IG PUTNAM US HIGH YIELD INC FUND		S	9/8/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Interpolis Pensioenen GHYP		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Interpolis Pensioenen GHYP		S	7/14/2008	USD	Assumed With Modifications
LCPI	GENERAL MOTORS CORPORATION (6/16/03)	JP MORGAN CHASE BANK NA		S	7/23/2008	USD	Assumed With Modifications
LCPI	INTERGEN N.V. \$1.5BN 07-31-07	M&G Dynamic European Loan Fund Limited		S	9/11/2008	USD	Assumed With Modifications
LCPI	INTERGEN N.V. \$1.5BN 07-31-07	M&G European Loan Fund Limited		S	9/11/2008	USD	Assumed With Modifications
LCPI	INTERGEN N.V. \$1.5BN 07-31-07	M&G Secured Debt Fund Limited		S	9/11/2008	USD	Assumed With Modifications
LCPIUK	NYCOMED HOLDING A/S	MORGAN STANLEY BANK INTERNATIONAL LIMITED	A	B	5/6/2008	USD	Assume with Modifications
LCPIUK	NYCOMED HOLDING A/S	MORGAN STANLEY BANK INTERNATIONAL LIMITED	A	B	5/8/2008	USD	Assume with Modifications
LCPIUK	NYCOMED HOLDING A/S	MORGAN STANLEY BANK INTERNATIONAL LIMITED	A	B	8/26/2008	USD	Assume with Modifications
LCPIUK	NYCOMED HOLDING A/S	MORGAN STANLEY BANK INTERNATIONAL LIMITED	A	B	5/21/2008	USD	Assume with Modifications

LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Asset Allocation Fund Balanced Portfolio		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Asset Allocation Fund Balanced Portfolio		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam asset Allocation Fund Growth Portfolio		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam asset Allocation Fund Growth Portfolio		S	7/14/2008	USD	Assumed With Modifications
LCPI	DRESSER, INC. FIRST LIEN CA 5/07	PUTNAM BANK LOAN FUND (CAYMAN)		S	9/8/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Diversified Income Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Diversified Income Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Diversified Income Trust (Cayman)		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Diversified Income Trust (Cayman)		S	7/14/2008	USD	Assumed With Modifications
LCPI	DRESSER, INC. FIRST LIEN CA 5/07	PUTNAM Floating Rate Income Fund		S	9/8/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Floating Rate Income Fund		B	8/28/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Floating Rate Income Fund		B	8/28/2008	USD	Assumed With Modifications

LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Global Funds -- Putnam World		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Global Funds -- Putnam World		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam High Yield Advantage		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam High Yield Advantage		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam High Yield Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam High Yield Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Master Intermediate Fund		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Master Intermediate Fund		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Premier Income Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Premier Income Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Retirement Advantage GAA Balance		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Retirement Advantage GAA Balance		S	7/14/2008	USD	Assumed With Modifications

LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Retirement Advantage GAA Growth		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Retirement Advantage GAA Growth		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Total Return Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Total Return Trust		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Variable Trust - PVT Diversified		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Variable Trust -- PVT Diversified		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Variable Trust - PVT High Yield Fund		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam Variable Trust -- PVT HYF		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam VT Global Asset Allocation Fund		S	7/14/2008	USD	Assumed With Modifications
LCPI	WIMAR OPCO (TROPICANA ENTERTAINMENT)	Putnam VT Global Asset Allocation Fund		S	7/14/2008	USD	Assumed With Modifications
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	SPECIAL VALUE EXPANSION FUND,L		S	5/9/2008	USD	Assume with Modifications
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	SPECIAL VALUE EXPANSION FUND,L		S	5/16/2008	USD	Assume with Modifications

LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	SPECIAL VALUE OPPORTUNITIES FD		S	5/9/2008	USD	Assume with Modifications
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	SPECIAL VALUE OPPORTUNITIES FD		S	5/16/2008	USD	Assume with Modifications
LCPI	INTERGEN N.V. \$1.5BN 07-31-07	Stichting Shell Pensioenfonds		S	9/11/2008	USD	Assumed With Modifications
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	TENNENBAUM OPPORT PTNERS V LP		S	5/9/2008	USD	Assume with Modifications
LCPI	HAWAIIAN. TELCOM COMMUNICATIONS (5/07) (Revolver)	TENNENBAUM OPPORT PTNERS V LP		S	5/16/2008	USD	Assume with Modifications
LCPI	LAS VEGAS SANDS, LLC (5/23/07)	WACHOVIA BANK		S	9/12/2008	USD	Assumed With Modifications

EXHIBIT D

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*Special Counsel to the Debtors and
Debtors in Possession*

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

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In Re : Chapter 11
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MOTORS LIQUIDATION COMPANY (f/k/a : Case No. 09-50026 (REG)
General Motors Corp.), et al., : (Jointly Administered)
:
:
Debtors. : Hon. Robert E. Gerber
:
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**ORDER AUTHORIZING ASSUMPTION OF AGREEMENT FOR
ENGINE MAINTENANCE SERVICES FOR GULFSTREAM 350 AIRCRAFT**

Upon the filing by Motors Liquidation Company (f/k/a General Motors Corp.), *et al*, (“**MLC**”) and certain of its affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the “**Debtors**”), of their Motion for Entry of Order Approving Assumption of Agreement for Engine Maintenance Services For Gulfstream 350 Aircraft, dated August 6, 2009 (the “**Motion**”),¹ pursuant to Section 365 of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the assumption of a certain maintenance services agreement for Gulfstream 350 aircraft (the “**G350 Agreement**”), all as more fully described in the Motion and the Declaration of David Renner, Exhibit B to the Motion; and the

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York of Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Debtors, c/o Motors Liquidation Company (f/k/a General Motors Corp.); (ii) attorneys for the United States Department of the Treasury; (iii) the United States Department of the Treasury; (iv) attorneys for Export Development Canada; (v) attorneys for the statutory committee of unsecured creditors; (vi) the attorneys for the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America; (vii) the Office of the United States Trustee for the Southern District of New York; (viii) the attorneys for Jet Support Services, Inc., Novack and Macey LLP, 100 North Riverside Plaza, Chicago, IL 60606-1501 (Attn: Monte L. Mann, Esq.); (ix) Jet Support Services, Inc., 180 N. Stetson, 29th Floor, Chicago, IL 60601 (Attn: John F. Haskins and Susan K. Marr); (x) the registered agent for Jet Support Services, Inc., Stephen A. Marcus, 6600 Sears Tower, Chicago, IL 60606; (xi) the U.S. Attorney's Office, S.D.N.Y.; and (xii) those parties requesting notices it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is ORDERED that

1. The Motion is granted as provided herein.
2. Pursuant to Section 365(a) of the Bankruptcy Code, Debtors' assumption of the G350 Agreement is hereby approved.
3. Debtors are not required to pay any cure costs to Jet Services Systems, Inc. ("JSSI"), the counterparty to the assumed G350 Agreement.
4. JSSI shall not be entitled to assert or take any action to exercise a right to set off any prepetition claim that it might have against MLC or any of the Debtors, including without limitation, claims for damages arising from the rejection of a contract against any sums owed by JSSI to MLC under the G350 Agreement, provided however, that nothing in this Order shall compromise any right JSSI may have to file a claim for damages arising from the rejection of a contract.
5. Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate the assumption of the G350 Agreement.
6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6006(a) and Local Rule 6006-1 are satisfied.
7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____
_____, New York

/s/
UNITED STATES BANKRUPTCY JUDGE

DETROIT.3785408.1