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-and-

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Buffalo, New York 14203
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11

General Motors Corp., et al.,

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

Debtors.

**LIMITED OBJECTION OF A.W. FARRELL & SON INC.
TO THE NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND
ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES
OF PERSONAL PROPERTY AND UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY AND
(II) CURE AMOUNTS RELATED THERETO**

A.W. Farrell & Son Inc. and its wholly owned subsidiary Jameson Roofing Co., Inc. (collectively, "AWF"), by its undersigned counsel, hereby objects on a limited basis ("Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto dated June 6, 2009 ("Notice"). AWF objects to

the Notice because it does not accurately state the Cure Amount¹ due to AWF. In further support of its Objection, AWF respectfully states as follows:

Background

1. On June 1, 2009 (“Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (“Bankruptcy Code”).

2. On June 1, 2009, GM also filed a motion seeking an order approving bidding procedures to sell substantially all of its assets, which included a procedure for the Debtors’ assumption and assignment of executory contracts (Docket No. 92) (“Procedures Motion”).

3. On June 2, 2009, the Court granted the Procedures Motion with respect to the sale procedures, including the procedure for assuming and assigning contracts to Vehicle Acquisition Holdings LLC (“VAH”) or the ultimate purchaser of the Debtors’ assets (Docket No. 274) (“Procedures Order”), which provided for sending a notice advising a contract counterparty that it is party to an Assumable Executory Contract and the Cure Amount related thereto.

4. On June 8, 2009, AWF received the Notice dated June 6, 2009 provided for in the Procedures Order. Pursuant to the Notice, parties have ten days from the date of the Notice to object to the assumption and assignment of any Assumable Executory Contract proposed to be assumed and assigned or to the Cure Amount proposed to be paid with respect thereto.

¹ Capitalized terms not expressly defined herein have the meaning ascribed to them in the Notice.

5. Attached to the Notice is a user identification number and password to be used by AWF on the designated website (“Web Site”) to view which contract has been designated an Assumable Executory Contract by the Debtors and the Cure Amount with respect to such contract.

6. Pursuant to the Web Site, the following are Assumable Executory Contracts to which AWF is a counterparty: GMS99594, GMS28562 and GMS28563 (“AWF Contracts”). The Debtors allege that the Cure Amount associated with the AWF Contracts is \$85,116.00 and supplied the schedule annexed as Exhibit A in support of their allegation.

7. AWF asserts it is owed \$138,375.00 in Cure Amount and the detail substantiating AWF’s claim is attached as Exhibit B.

Objections

8. AWF objects to the Notice on the following grounds:

A. The AWF Contracts cannot be assumed without concurrent cure of all arrearages. “Section 365(b) of the executory contracts section of the [Bankruptcy] Code requires a debtor to cure pre-petition defaults as a precondition of assuming an executory contract.” In re Stoltz, 315 F.3d 80, 86 (2nd Cir. 2002). The pre-petition cure amount alleged by the Debtors to be owed to AWF pursuant to the AWF Contracts is understated by \$53,259.00. The Debtors are missing one invoice (invoice #0104502-2) in the amount of \$53,259 dated May 22, 2009 from their calculus of the Cure Amount.

B. The AWF Contracts cannot be assumed or assigned without an adequate showing of future performance. 11 U.S.C. § 365(b)(1); In re Luce Industries, Inc., 14 B.R. 529 (S.D.N.Y. 1981) (court erred in allowing debtor to assume agreement without assurance by debtor that arrearages would be paid and that debtor could perform). Although adequate assurance of future performance may have been established

in the Procedures Motion and other pleadings filed in this case as it relates to VAH, the proposed assignee may not yet even be known, much less is its ability to perform established.

9. AWF reserves its right to amend this Objection to include any additional facts as may be determined by its further investigation of the Notice and AWF Contracts.

10. Any reply to this Objection should be served upon Phillips Lytle LLP, 3400 HSBC Center, Buffalo, New York 14203, Attn: Angela Z. Miller, Esq.

Memorandum of Law

11. Because the legal points and authorities upon which AWF relies for purposes of this Objection are incorporated into the Objection, AWF respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.

Reservation of Rights

12. AWF reserves the right (a) to amend, supplement, or otherwise modify this Objection and all attachments and exhibits hereto as necessary or proper; and (b) to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Amount with respect to the proposed assumption and assignment of the AWF Contracts.

Conclusion

WHEREFORE, AWF respectfully requests that the Court enter an Order (a) sustaining this Objection in its entirety and overruling the Notice to the extent it requests relief inconsistent with this Objection, and (b) providing AWF with such other and further relief as is appropriate.

Dated: June 12, 2009
Buffalo, New York

PHILLIPS LYTTLE LLP

By s/ Angela Z. Miller

Angela Z. Miller
Allan L. Hill

Attorneys for A.W. Farrell & Son Inc.
Suite 3400
One HSBC Center
Buffalo, New York 14203-2887
Telephone No. (716) 847-8400
and
437 Madison Avenue, 34th Floor
New York, New York 10022
Tel. 212-759-4888

Doc # 01-2299685.1

EXHIBIT A

Contract Notices

User: edV333Wk

[My Contracts](#)

[Documents & Links](#)

Supplier Details

Supplier Name: **FARRELL, AW & SON INC**
Contract Cure Amount: **\$85,116.00**
of Contracts: **3**

[Click here to view C](#)

Contracts

<u>Row ID</u>	<u>GM Contract ID</u>	<u>Vendor ID</u>	<u>Counter Party Name</u>
5716-00099851	GMS99594	057983025	JAMESON ROOFING CO INC
5716-00101472	GMS28562	057983025	JAMESON ROOFING CO INC
5716-00101473	GMS28563	057983025	JAMESON ROOFING CO INC

[Hover mouse cursor here for Contract Status Legend](#)

Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assign referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be bin or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights contract or establishing the Debtors' proposed treatment of the contract for purposes of contract a

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June 10, 2009 @ 03:19:11 PM

Contract Notices

User: edV333Wk

[My Contracts](#)

[Documents & Links](#)

Supplier Details

Supplier Name: **FARRELL, AW & SON INC**
Contract Cure Amount: **\$85,116.00**
of Contracts: **3**

[Click here to view C](#)

Cure Amount Details

<u>Remit DUNS</u>	<u>PO Number</u>	<u>BOL</u>	<u>Document Date</u>	<u>Due Dat</u>
RD057983025	GMS28562	10495012	5/13/2009	STAYED
RD057983025	GMS28562	10495021	5/15/2009	STAYED
RD057983025	GMS28562	10495013	5/21/2009	STAYED
RD057983025	GMS28562	10495014	5/26/2009	STAYED
RD057983025	GMS28562	10495023	5/26/2009	STAYED

Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assign referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights contract or establishing the Debtors' proposed treatment of the contract for purposes of contract a

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EXHIBIT B

Inquiry - By Customer - Totals

Customer: 0100R595

Inv Activity Type	Activity Status	Invoice	Date Stamp	Activity Date	Invoice Amt. w/reten.	Amount	Retainage Held	Retainage Billed	Job	Description
Invoice	Posted	01049501-2	5-14-2009	5-13-2009	13,837.50	13,837.50			0104-9-501	GM LORDSTOWN GMVN
Invoice	Posted	01049502-1	5-20-2009	5-15-2009	11,931.00	11,931.00			0104-9-502	GM MFD LORDSTOWN
Invoice	Posted	01049501-3	5-22-2009	5-21-2009	14,206.50	14,206.50			0104-9-501	GM LORDSTOWN GMVN
Invoice	Posted	01049502-2	5-22-2009	5-21-2009	23,259.00	23,259.00			0104-9-502	GM MFD LORDSTOWN
Invoice	Posted	01049501-4	5-21-2009	5-20-2009	11,316.00	11,316.00			0104-9-501	GM LORDSTOWN GMVN
Invoice	Posted	01049502-3	5-21-2009	5-20-2009	33,825.00	33,825.00			0104-9-502	GM MFD LORDSTOWN

Conditions
Status: 50 Unpaid

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
 servicemanager@Roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049501-2

Invoice Date: May 13,2009

GMVM Lordstown
1/23/09 - 2/27/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<i>GM Purchase Order No./ Sequence (i.e. GMS12345 001)</i>	<i>Item Identification No./ Sequence (i.e. PRXX1234 001)</i>	<i>Contract Amount</i>	<i>Amount Earned</i>	<i>Previously Invoiced</i>	<i>Receipt This Invoice</i>
GMS28562 003	PRYX3545 001	\$67,001.90		\$67,001.90	\$0.00
GMS28562 002	PRYX0012 001	\$100,000.00	\$13,837.50	\$0.00	\$13,837.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$167,001.90	\$80,839.40	\$67,001.90	\$13,837.50

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
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Total Previously Invoiced: \$0.00

Payment Requested: \$13,837.50

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Haynes

 Authorized Name

5/13/09

 Date

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
servicemanager@roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049502-1

Invoice Date: May 15, 2009

MFD Lordstown
2/2/09 - 3/9/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<u>GM Purchase Order No./ Sequence (i.e. GMS12345 001)</u>	<u>Item Identification No./ Sequence (i.e. PRXX1234 001)</u>	<u>Contract Amount</u>	<u>Amount Earned</u>	<u>Previously Invoiced</u>	<u>Receipt This Invoice</u>
GMS28562 002	PRYX0012 001	\$100,000.00	\$25,768.50	\$13,837.50	\$11,931.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$100,000.00	\$25,768.50	\$13,837.50	\$11,931.00

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
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Total Previously Invoiced: \$0.00

Payment Requested: \$11,931.00

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Kaynes

 Authorized Name

5/15/09

 Date

RLSA Detail Summary
MFD Lordstown

Service	Daily	Emergency Roof Leak Services			Emergency Roof Snow Removal		
		Unit Price #1 Total Man Hours Up to 8 Hours/Man M - F \$123.00	Unit Price #2 Total Man Hours Up to 8 Hours/Man Saturday \$145.00	Unit Price #3 Total Man Hours Up to 8 Hours/Man Sunday / Holiday \$190.00	Unit Price #4 Total Man Hours Up to 8 Hours/Man M - F \$113.00	Unit Price #5 Total Man Hours Up to 8 Hours/Man Saturday \$135.00	Unit Price #6 Total Man Hours Up to 8 Hours/Man Sunday / Holiday \$180.00
2/2/09	\$830.25	6.75	\$0.00	\$0.00	\$0.00	\$0.00	
2/9/09	\$1,722.00	14.00	\$0.00	\$0.00	\$0.00	\$0.00	
2/10/09	\$1,814.25	14.75	\$0.00	\$0.00	\$0.00	\$0.00	
2/27/09	\$1,783.50	14.50	\$0.00	\$0.00	\$0.00	\$0.00	
3/5/09	\$1,906.50	15.50	\$0.00	\$0.00	\$0.00	\$0.00	
3/6/09	\$1,968.00	16.00	\$0.00	\$0.00	\$0.00	\$0.00	
3/9/09	\$1,906.50	15.50	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Totals		\$11,931.00	\$0.00	\$0.00	\$0.00	\$0.00	
Amount Earned		\$11,931.00					

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
 GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
servicemanager@Roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049501-3

Invoice Date: May 21, 2009

GMVM Lordstown
3/6/09 - 4/29/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<u>GM Purchase Order No./ Sequence (i.e. GMS17345 001)</u>	<u>Item Identification No./ Sequence (i.e. PRXX1234 001)</u>	<u>Contract Amount</u>	<u>Amount Earned</u>	<u>Previously Invoiced</u>	<u>Receipt This Invoice</u>
GMS28562 003	PRYX3545 001	\$67,001.90	\$67,001.90	\$67,001.90	\$0.00
GMS28562 002	PRYX0012 001	\$100,000.00	\$39,975.00	\$25,768.50	\$14,206.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$167,001.90	\$106,976.90	\$92,770.40	\$14,206.50

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
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Total Previously Invoiced: \$0.00

Payment Requested: \$14,206.50

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Haynes

 Authorized Name

5/21/09

 Date

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
 GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
 servicemanager@roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049502-2

Invoice Date: May 22, 2009

MFD Lordstown
4/3/09 - 4/27/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<i>GM Purchase Order No./ Sequence (i.e. GM12345 001)</i>	<i>Item Identification No./ Sequence (i.e. PRXX1234 001)</i>	<i>Contract Amount</i>	<i>Amount Earned</i>	<i>Previously Invoiced</i>	<i>Receipt This Invoice</i>
GMS28562 002	PRYX0012 001	\$100,000.00	\$93,234.00	\$39,975.00	\$53,259.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$100,000.00	\$93,234.00	\$39,975.00	\$53,259.00

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
-----------------------	------------------------	---------------	---------------

Total Previously Invoiced: \$0.00

Payment Requested: \$53,259.00

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Haynes

 Authorized Name

5/22/09

 Date

RLSA Detail Summary
MFD Lordstown

Service	Daily	Emergency Roof Leak Services				Emergency Roof Snow Removal			
		Unit Price #1 Total Man Hours Up to 8 Hours/Man M - F	Unit Price #2 Total Man Hours Up to 8 Hours/Man Saturday	Unit Price #3 Total Man Hours Up to 8 Hours/Man Sunday / Holiday	Unit Price #4 Total Man Hours Up to 8 Hours/Man M - F	Unit Price #5 Total Man Hours Up to 8 Hours/Man Saturday	Unit Price #6 Total Man Hours Up to 8 Hours/Man Sunday / Holiday		
Date	Charge	\$123.00	\$145.00	\$190.00	\$113.00	\$135.00	\$180.00		
4/3/09	\$1,476.00	12.00	\$1,476.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/9/09	\$7,872.00	64.00	\$7,872.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/15/09	\$2,890.50	23.50	\$2,890.50	\$0.00	\$0.00	\$0.00	\$0.00		
4/16/09	\$7,872.00	64.00	\$7,872.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/17/09	\$7,872.00	64.00	\$7,872.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/20/09	\$1,353.00	11.00	\$1,353.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/23/09	\$7,564.50	61.50	\$7,564.50	\$0.00	\$0.00	\$0.00	\$0.00		
4/24/09	\$7,503.00	61.00	\$7,503.00	\$0.00	\$0.00	\$0.00	\$0.00		
4/27/09	\$8,856.00	72.00	\$8,856.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
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	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
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	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Totals			\$53,259.00	\$0.00	\$0.00	\$0.00	\$0.00		
Amount Earned			\$53,259.00						

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
 servicemanager@Roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049501-4

Invoice Date: May 26, 2009

GMVM Lordstown
5/1/09 - 5/12/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<u>GM Purchase Order No./Sequence (i.e. GMS12345 001)</u>	<u>Item Identification No./Sequence (i.e. PRXX1234 001)</u>	<u>Contract Amount</u>	<u>Amount Earned</u>	<u>Previously Invoiced</u>	<u>Receipt This Invoice</u>
GMS28562 003	PRYX3545 001	\$67,001.90	\$67,001.90	\$67,001.90	\$0.00
GMS28562 002	PRYX0012 001	\$100,000.00	\$100,000.00	\$93,234.00	\$6,766.00
GMS28562 004	PRZX3371 001	\$99,999.00	\$4,550.00		\$4,550.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$267,000.90	\$171,551.90	\$160,235.90	\$11,316.00

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
-----------------------	------------------------	---------------	---------------

Total Previously Invoiced: \$0.00

Payment Requested: \$11,316.00

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Haynes

 Authorized Name

5/26/09

 Date

Jameson Roofing Co., Inc.

Submit Invoice Electronically To:
 GM.Capital.Invoicing@ACS-Inc.com
 cc: Denise.A.Bator@GM.Com

Jameson Roofing Co., Inc.
 3761 East Lake Road
 Dunkirk, NY 14048
servicemanager@roofusa.com

Purchase Order Number: GMS28562

DUNS Number: 07 403 7375

Your Invoice # 01049502-3

Invoice Date: May 26, 2009

MFD Lordstown
5/5/09 - 5/13/2009

Application is made for payment, as shown below. The present status of the account for this project is as follows:

CONTRACT AMOUNT/ EARNED

<i>GM Purchase Order No./ Sequence (i.e. GMS12345 001)</i>	<i>Item Identification No./ Sequence (i.e. PRXX1234 001)</i>	<i>Contract Amount</i>	<i>Amount Earned</i>	<i>Previously Invoiced</i>	<i>Receipt This Invoice</i>
GMS28562 002	PRYX0012 001	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
GMS28562 003	PRYX3545 001	\$67,001.90	\$67,001.90	\$67,001.90	\$0.00
GMS28562 004	PRZX3371 001	\$99,999.00	\$38,375.00	\$4,550.00	\$33,825.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub-Totals		\$267,000.90	\$205,376.90	\$171,551.90	\$33,825.00

Previous Applications for Payments

<u>Invoice Number</u>	<u>Date of Invoice</u>	<u>Status</u>	<u>Amount</u>
-----------------------	------------------------	---------------	---------------

Total Previously Invoiced: \$0.00

Payment Requested: \$33,825.00

I certify that I have checked the quantities covered by this invoice, that the work was actually performed, that the quantities are correct and consistent with all previous computations, and that quantities and the amounts shown are consistent with the contract requirements.

Donna Hayes
 Authorized Name

5/27/09
 Date

Angela Z. Miller, Esq.
Phillips Lytle LLP
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New York, New York 10022
Tel. 212-759-4888
Fax. 212-308-9079

-and-

3400 HSBC Center
Buffalo, New York 14203
Tel. 716-847-8400
Fax. 716-852-6100

Attorneys for A.W. Farrell & Sons Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11

General Motors Corp., et al.,

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

Debtors.

CERTIFICATE OF SERVICE

I, Karen M. Hatch, being at all times over 18 years of age, hereby certify that a true and correct copy of the Objection of A.W. Farrell & Son Inc. to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Non-Residential Real Property and (II) Cure Amounts Related Thereto was caused to be served by e-mail upon all parties who receive electronic notice in this case pursuant to the Court's ECF filing system, and by U.S. mail to the parties so indicated on the attached service list.

Dated: Buffalo, New York
June 12, 2009

s/ Karen M. Hatch
Karen M. Hatch

General Motors Corporation
Cadillac Building
30009 Van Dyke Avenue
Warren, MI 48090-9025
Attn: Warren Command Center
Mailcode 480-206-114

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