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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

GENERAL MOTORS CORP., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

Judge Robert E. Gerber

**THE REGENTS OF THE UNIVERSITY OF MICHIGAN'S
OBJECTION TO DEBTOR'S PROPOSED CURE AMOUNT
IN CONNECTION WITH ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND TO SUFFICIENCY OF NOTICE**

The Regents of the University of Michigan ("University"), state as follows for the University's Objection to Debtor's Proposed Cure Amount in Connection with Assumption and Assignment of Executory Contracts and to Sufficiency of Notice:

Background

1. General Motors Corporation ("GM") and its related debtors filed their voluntary petitions commencing this case on June 1, 2009.

2. The University provides services to GM under a large number of different contracts, including sponsored research contracts.

Objection to the Sufficiency of GM's Notice

3. GM sent the University a written Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto dated June 5, 2009 (the "Notice").

6. The Notice does not itself identify which of the agreements with the University GM proposes to assume and assign. Instead, the Notice referred the University to a secure internet website where the University was provided with the notice attached to this objection as Exhibit A. The first page of the website notice ostensibly lists 14 contracts that GM proposes to assume and assign to the New GM. However, the first item on the list does not provide the University with the essential information needed to permit the University to identify the particular contract being assumed and assigned. The entry is missing the "GM Contract ID" (which appears to be GM's purchase order number). To this extent the notice is insufficient to provide the University with proper notice. The fourth and fifth item listed on the first page are duplicates.

7. The second page of the notice ostensibly lists the Cure Amount associated with the contracts listed on the first page, but the six items listed on this second page do not correlate with the fourteen items listed on the first page. The fourth and fifth line items on the second page are again missing GM's purchase order numbers and list

improbably rounded Cure Amounts. There is insufficient information here to permit the University to identify these particular contracts. The University was able to track down the sixth item on page 2, but can definitely confirm that this contract is different from the items listed on page 1 of the notice.

8. The University objects to the sufficiency of the notice of Cure Amount provided to it because the notice contains contradictory information and did not provide the essential information necessary to permit the University to identify the contracts being assumed and assigned by GM. For this reason, the University cannot be justly bound to the Cure Amounts indicated on the notice it received.

Objection to Cure Amount

9. For those contracts listed on page 1 of the notice the University received (Exhibit A to this objection, page 1), the actual aggregate Cure Amount for the contracts the University was successfully able to identify is \$303,745.03, not the \$165,482.87 total identified on page 2 of GM's notice to the University. Exhibit B to this objection itemizes (under the column "Item Balance") the currently unpaid amount of the University's open invoices to GM for the contracts that it was able to identify from the 14 listed on page 1 of GM's notice, plus the last item listed on page 6 of GM's notice. In the column titled "Short Name," Exhibit B to this objection lists GM's purchase order number for those contracts, and it can be seen that these numbers correlate with some of the "GM Contract ID" numbers shown on page 1 of GM's notice to the University.

10. Accordingly, the University objects to GM's \$165,482.87 Cure Amount. It would be unfair to bind the University even to its own \$303,745.03 cure amount listed on Exhibit B, though, because GM's notice to the University did not provide enough information to allow the University to identify all the University contracts GM proposes to assume and assign.

Conclusion

For the reasons stated above, the University objects to the sufficiency of GM's notice of the Cure Amount that GM provided to the University and requests that the Court not hold the University to any proposed Cure Amount based on this incomplete information. The University has shown, however, that GM's proposed Cure Amount is significantly understated even with respect to those contracts that GM's notice did properly identify to the University. The University requests therefore that the Court disapprove GM's proposed Cure Amount and not bind the University to any concrete Cure Amount until the University has received proper notice of the particular contracts between GM and the University which GM proposes to assume and assign.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By /s/ Donald J. Hutchinson

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Dated: June 12, 2009

CERTIFICATE OF SERVICE

Donald J. Hutchinson hereby certifies that, on the 12th day of June, 2009, he served a copy of the foregoing document, *The Regents of the University of Michigan's Objection to Debtor's Proposed Cure Amount in Connection with Assumption and Assignment of Executory Contracts and to the Sufficiency of Notice* upon each of the persons listed on the attached Exhibit A, by Federal Express Priority Overnight Mail so as to be received by each of the persons listed on the attached Exhibit a before 4:00 p.m., June 15, 2009.

Dated: June 12, 2009

By /s/ Donald J. Hutchinson

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EXHIBIT A

SERVICE LIST

The Honorable Robert E. Gerber
Chambers
United States Bankruptcy Court
One Bowling Green
New York, NY 10004-1408

General Motors Corporation
Cadillac Building
30009 Van Dyke Avenue
Warren, MI 48090-9025

**Attention: Warren Command Center
Mailcode 480-206-114**

Weil, Gotshal & Manges LLP
Attention: Harvey R. Miller, Esq.
Stephen Karotkin, Esq. and
Joseph H. Smolinsky, Esq.
767 Fifth Avenue
New York, NY 10153

United States Treasury
Attention: Matthew Feldman, Esq.
1500 Pennsylvania Avenue NW
Room 2312
Washington, DC 20220

John J. Rapisardi, Esq.
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281

Vedder Price, P.C.
Attention: Michael J. Edelman, Esq. and
Michael L. Schein, Esq.
1633 Broadway, 47th Floor
New York, NY 10019

Diana G. Adams, Esq.
Office of the United States Trustee
33 Whitehall Street, 21st Floor
New York, NY 10004

Kenneth H. Eckstein, Esq.
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036

EXHIBIT A

Contract Notices

User: [XXXXXXXXXX](#)



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Supplier Details

Vendor Master ID: **073133571**

| | |
|--|---|
| Supplier Name: UNIVERSITY OF MICHIGAN Contract Cure Amount: \$165,482.87 # of Contracts: 14 | Click here to view Contract Cure Amount Details |
|--|---|

Contracts

| <u>Row ID</u> | <u>GM Contract ID</u> | <u>Vendor ID</u> | <u>Counter Party Name</u> | <u>Contract Type</u> | <u>Contract Status</u> |
|---------------|-----------------------|------------------|---------------------------|----------------------|------------------------|
| 5716-00003823 | | | University of Michigan | Agreement | Noticed |
| 5716-00038190 | TCS18452 | 073133571 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00039480 | TCS26480 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00046159 | GMB07286 | 156485914 | UNIVERSITY OF MICHIGAN | Blanket Order | Noticed |
| 5716-00046160 | GMB07286 | 156485914 | UNIVERSITY OF MICHIGAN | Blanket Order | Noticed |
| 5716-00078909 | FHS01499 | 085043891 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00084034 | TCS24725 | 073133571 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00084151 | TCS25780 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00090697 | TCS20292 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00090699 | TCS20292 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00095822 | TCS19482 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00099969 | TCS18820 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00103021 | TCS16559 | 185621729 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |
| 5716-00110158 | TCS24509 | 073133571 | UNIVERSITY OF MICHIGAN | Agreement | Noticed |

[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 terms in that in the sale motion.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

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

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June 09, 2009 @ 09:31:18 AM

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EXHIBIT A



Contract Notices

User: PubsRMT

My Contracts Documents & Links

Supplier Details

Vendor Master ID: 073133571

| |
|--|
| Supplier Name: UNIVERSITY OF MICHIGAN |
| Contract Cure Amount: \$165,482.87 |
| # of Contracts: 14 |

[Click here](#) to view Contracts

Cure Amount Details

| <u>Remit DUNS</u> | <u>PO Number</u> | <u>BOL</u> | <u>Document Date</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------|------------------|------------|----------------------|-----------------|------------------|
| RD618044887 | GMR86876 | 1054620 | 4/2/2009 | STAYED | \$1,400.00 USD |
| RD618044887 | GMR86876 | 1054621 | 5/6/2009 | STAYED | \$1,400.00 USD |
| RD618044887 | GMR87289 | 1054608 | 5/6/2009 | STAYED | \$31,150.00 USD |
| RD185621729 | | 10177682 | 5/21/2009 | STAYED | \$100,000.00 USD |
| RD016211471 | | 11412009 | 5/1/2009 | STAYED | \$25,000.00 USD |
| RD618044887 | TCS75069 | 1053998 | 2/24/2009 | STAYED | \$6,532.87 USD |

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

UM Invoices Outstanding for Projects on the GM Cure List

Sponsored Program & General Recievables Outstanding Invoices as of 6/10/09

| Customer | Name | Short Name | Item ID | Item Balance | Due | As Of | Acctg Date | PO Ref | Lading |
|----------|---------------------------------|---------------------|---------|-------------------|------------|------------|------------|----------|--------------|
| F012815 | General Motors Corporation | GM | 1053998 | 6,532.87 | 3/26/2009 | 2/24/2009 | 2/24/2009 | | TCS75069 003 |
| | Total UM outstanding for | TCS75069 003 | | 6,532.87 | | | | | |
| N009776 | General Motors Corporation | GM | 1055700 | 34,733.60 | 5/20/2009 | 4/20/2009 | 4/20/2009 | TCS16559 | TCS16559 |
| N009842 | General Motors Corporation | GM | 1056921 | 82.75 | 6/28/2009 | 5/29/2009 | 5/29/2009 | TCS16559 | TCS16559 |
| | Total UM outstanding for | TCS16559 | | 34,816.35 | | | | | |
| N009974 | General Motors Corporation | GM | 1056926 | 64,800.00 | 6/28/2009 | 5/29/2009 | 5/29/2009 | | TCS18820 |
| N009974 | General Motors Corporation | GM | 1056927 | 1,535.81 | 6/28/2009 | 5/29/2009 | 5/29/2009 | | TCS18820 |
| | Total UM outstanding for | TCS18820 | | 66,335.81 | | | | | |
| N010042 | General Motors Corporation | General Mo | 1055742 | 70,000.00 | 5/21/2009 | 4/21/2009 | 4/21/2009 | TCS19482 | TCS19482 |
| | Total UM outstanding for | TCS19482 | | 70,000.00 | | | | | |
| N010717 | General Motors Corporation | General Mo | 1055757 | 25,000.00 | 5/21/2009 | 4/21/2009 | 4/21/2009 | TCS24509 | TCS24509 |
| | Total UM outstanding for | TCS24509 | | 25,000.00 | | | | | |
| N010739 | General Motors Corporation | GM | 1053920 | 1,410.00 | 3/21/2009 | 2/19/2009 | 2/19/2009 | | TCS24725 |
| | Total UM outstanding for | TCS24725 | | 1,410.00 | | | | | |
| N990715 | UAW-General Motors Corporator | N007264 | 1054607 | 31,150.00 | 5/2/2009 | 4/2/2009 | 4/2/2009 | GMB07286 | GMR87289 |
| N990715 | UAW-General Motors Corporator | N007264 | 1054609 | 31,150.00 | 7/1/2009 | 6/1/2009 | 6/1/2009 | GMB07286 | GMR87289 |
| N990715 | UAW-General Motors Corporator | N007264 | 1054608 | 31,150.00 | 6/5/2009 | 5/6/2009 | 5/6/2009 | GMB07286 | GMR87289 |
| N990716 | UAW-General Motors Corporator | N007264 | 1050972 | 2,000.00 | 12/13/2008 | 11/13/2008 | 11/13/2008 | GMB07286 | GMR86830 |
| N990717 | UAW-General Motors Corporator | N007264 | 1054620 | 1,400.00 | 5/2/2009 | 4/2/2009 | 4/2/2009 | GMB07286 | GMR86876 |
| N990717 | UAW-General Motors Corporator | N007264 | 1054621 | 1,400.00 | 6/5/2009 | 5/6/2009 | 5/6/2009 | GMB07286 | GMR86876 |
| N990717 | UAW-General Motors Corporator | N007264 | 1054622 | 1,400.00 | 7/1/2009 | 6/1/2009 | 6/1/2009 | GMB07286 | GMR86876 |
| | Total UM outstanding for | N007264 | | 99,650.00 | | | | | |
| | | Total | | 303,745.03 | | | | | |