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*Attorney for Voith AG and Premier  
Manufacturing Support Services, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: :  
: Chapter 11  
: :  
GENERAL MOTORS CORP., *et al.* : Case Nos. 09-50026 (REG)  
: :  
Debtors. : Jointly Administered  
: :  
-----X

**OBJECTION OF VOITH AG AND PREMIER MANUFACTURING  
SUPPORT SERVICES, INC. TO PROPOSED CURE AMOUNTS**

Voith AG ("Voith") and its affiliate, Premier Manufacturing Support Services, Inc. ("Premier"), by and through their undersigned counsel, hereby object to the proposed cure amounts in connection with the two executory contracts between the Debtors and Voith (Vendor ID No. 315540203), and the 11 executory contracts between the Debtors and Premier (Vendor ID No. 108892142), which the Debtors propose to assume and assign to Vehicle Acquisition Holdings LLC ("Holdings"). Voith and Premier have no objection to the assumption and assignment to Holdings of these executory contracts provided the correct cure amounts are paid. The substantial discrepancy between the proposed cure amounts identified by the Debtors on their Contract Website, and the cure amounts as calculated by Voith and Premier, in large part (if not entirely) are likely the result of the lag time between the dates invoices are issued by Voith

and Premier to the Debtors and the dates those invoices are processed and validated for payment by the Debtors.<sup>1</sup> Indeed, since the initial publication of the proposed cure amounts by the Debtors, the parties have worked together to reduce the discrepancy significantly and Voith and Premier are optimistic the parties will be able to reconcile the remaining discrepancy. Given the substantial sums of money involved, however, out of an abundance of caution Voith and Premier file this Objection to preserve their rights if the discrepancy cannot be resolved by agreement.

Dated: New York, New York  
June 12, 2009

Respectfully Submitted,

/s/ Martin Eisenberg  
Martin Eisenberg  
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50 Main Street  
White Plains, New York 10606

Attorney for Voith AG and Premier  
Manufacturing Support Services, Inc.

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<sup>1</sup> The discrepancy also may be the result of the fact the cure amounts as calculated by Voith and Premier include invoices which, as of the date of this Objection, by their terms are not past due.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Objection of Voith AG and Premier Manufacturing Services, Inc. to Proposed Cure Amounts was served this 12th day of June 2009, electronically via the Court's CM/ECF System on the parties registered thereto, and upon the following parties by properly addressed overnight mail:

The Debtors  
c/o General Motors Corporation  
Attn: Warren Command Center  
Mailcode 480-206-114  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, Michigan 48090

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*Attorneys for the Debtors*

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Attn: Matthew Feldman, Esq.  
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Washington, D.C. 20220

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*Attorneys for Creditor Committee*

United States Trustee  
Attn: Diana G. Adams, Esq.  
33 Whitehall Street, 21st Floor  
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/s/ Martin Eisenberg