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Attorney for Henkel Corporation

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

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In re

GENERAL MOTORS CORP., *et al.*,

Chapter 11

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

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**LIMITED OBJECTION OF HENKEL CORPORATION TO THE DEBTORS' MOTION FOR SALE OF PROPERTY UNDER 363(b)/DEBTORS MOTION PURSUANT TO 11 U.S.C. §§ 105, 363(b), (f), (k), AND (m), AND 365 AND BANKRUPTCY RULES 2002, 6004, AND 6006 TO (I) APPROVE (A) THE SALE PURSUANT TO THE MASTER SALE AND PURCHASE AGREEMENT WITH VEHICLE ACQUISITION HOLDINGS LLC, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND THE NOTICE OF FILING OF SCHEDULE OF CERTAIN DESIGNATED SUPPLIER AGREEMENTS AND CURE COSTS RELATED THERETO**

Henkel Corporation ("Henkel"), by its undersigned counsel, hereby objects on a limited basis ("Objection") to the Motion for Sale of Property under Section 363(b)/Debtors Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) The Sale Pursuant to The Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) The Assumption and

Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (Docket No. 92) (“Sale Motion”) and the Notice of Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and Cure Amounts Related Thereto (“Notice of Assumption”) dated June 5, 2009, as sent by first class mail to Henkel but not filed with the Court.

Although the Notice of Assumption was addressed to Henkel AG & Company KGAA, as used herein, “Henkel” means and includes Henkel Corporation. (Ultimate DUNS #315741173). It is Henkel’s assumption, because it is the entity that does business with the Debtors, that the Debtors intended to direct the Notice of Assumption to Henkel Corporation, and accordingly this Objection is filed on Henkel Corporation’s behalf, rather than Henkel AG & Company KGAA

In support of its Objection, Henkel respectfully states:

### **BACKGROUND**

1. On June 1, 2009, Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (“Petition Date”).
2. On June 1, 2009, Debtors filed their Sale Motion.
3. In the Sale Motion, Debtors petitioned the Court to approve a proposed sale of substantially all of its assets to Vehicle Acquisitions Holdings LLC, a purchaser sponsored by the United States Department of Treasury, pursuant to the Master Sale and Purchase Agreement and related agreements (the “MPA”), to approve proposed bidding procedures to govern the sale process, and to approve procedures for assuming and assigning contracts to the successful bidder, including supplier contracts, like the one at issue in this Objection.

4. On June 2, 2009, this Court entered an order (the “Bidding Procedures Order”) approving the Debtors’ procedures regarding Debtors’ assumption and assignment of executory contracts.

5. On or about June 5, 2009, the Debtors’ sent the Notice of Assumption to Henkel by first-class mail listing the contracts to be assumed or assigned (“Assumable Executory Contracts”) indicating that the Debtors intend to assume and assign certain of the Debtors’ agreements with Henkel (the “Assumed Contracts”). In addition, on their Contract Website, the Debtors state that \$1,018,187.82 is owed under the Assumed Contracts (the “Proposed Cure Amount”). As explained below, the Proposed Cure Amount is substantially less than what is actually owed under the Assumed Contracts.

6. Accordingly, Henkel objects as follows:

### **OBJECTIONS**

7. Henkel objects to the Sale Motion and Notice of Assumption on the following grounds:

a. The Proposed Cure Amount is substantially less than the amount that is owing as of May 31, 2009. The correct cure amount, which includes parts and tooling, is \$2,912,876.43 (“Correct Cure Amount”). That amount represents the total of (1) the invoices that make up the Proposed Cure Amount (\$1,018,187.82); (2) invoices that should have been included by the Debtors in the Proposed Cure Amount<sup>1</sup> (\$1,750,688.61); and (3) and amounts related to a pending pricing dispute (\$144,000). See statement attached as **Exhibit A**. This amount remains subject to Henkel’s continuing review and reconciliation and is subject to change. In the event the Debtors or

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<sup>1</sup> These invoices may not have been entered into Debtors’ system yet.

other parties in interest require additional information about the Correct Cure Amount, that information can be provided upon request to the undersigned counsel.

b. In addition to the Correct Cure Amount set forth subparagraph (a) above, under Section 365(b) the Debtors must cure all defaults existing as of the time of assumption.

c. In the event that the purchaser is an entity other than the Purchaser defined in the Assignment Notice, Henkel requests that the Debtors provide it with proof of adequate assurance that such alternative purchaser will perform the Debtors' obligations under the Assumed Contracts. The contracts cannot be assumed or assigned without an adequate assurance of future performance by the debtor. 11 U.S.C. § 365(b)(1); *In re Luce Industries, Inc.*, 14 B.R. 529 (S.D.N.Y. 1981).

8. Henkel reserves its right to amend this Objection to include any additional facts, including updated Cure Amounts, as may be determined by its further investigation.

9. Any reply to this Objection should be served upon Gordon Toering at the address listed below.

#### **MEMORANDUM OF LAW**

10. The legal bases of Henkel's Objection are incorporated above. Therefore, Henkel respectfully requests that this Court deem it satisfactory, or in the alternative, waives any further requirement of the filing of a separate memorandum of law in support.

#### **RESERVATION OF RIGHTS**

11. Henkel hereby reserves the right to amend, supplement or modify this Objection as necessary and proper, and to raise any additional objections to any proposed assumption and

assignment of Henkel's Assumable Executory Contract and the proposed Cure Amounts related thereto.

### CONCLUSION

WHEREFORE, Henkel respectfully requests that this Court enter an Order (1) requiring the Debtors to amend its Proposed Cure Amounts to comply with Section 365 and to pay the Correct Cure Amount plus any additional amounts owing, (2) preserving Henkel's right to object to the Cure Amount, and (3) providing Henkel with such other relief as appropriate.

Dated: June 12, 2009

/s/ Gordon J. Toering  
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**EXHIBIT A**

**TO**

**LIMITED OBJECTION OF HENKEL CORPORATION TO THE DEBTORS' MOTION FOR SALE OF PROPERTY UNDER 363(b)/DEBTORS MOTION PURSUANT TO 11 U.S.C. §§ 105, 363(b), (f), (k), AND (m), AND 365 AND BANKRUPTCY RULES 2002, 6004, AND 6006 TO (I) APPROVE (A) THE SALE PURSUANT TO THE MASTER SALE AND PURCHASE AGREEMENT WITH VEHICLE ACQUISITION HOLDINGS LLC, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND THE NOTICE OF FILING OF SCHEDULE OF CERTAIN DESIGNATED SUPPLIER AGREEMENTS AND CURE COSTS RELATED THERETO**

**Invoices missing for Cure List on Contract Notice Web Site**

<b>Invoice #</b>	<b>Date</b>	<b>Release</b>	<b>Amount</b>
9420999640	3/24/2009	LTR43416	\$ 2,432.24
9420979323	3/3/2009	TCS80681	\$ 1,250.00
9421006616	3/31/2009	ARR60385	\$ 14,573.24
9421007149	3/31/2009	LTR43441	\$ 2,766.68
9421007758	4/1/2009	ARR60343	\$ 7,987.20
9421007759	4/1/2009	ARR60378	\$ 14,786.88
9421009952	4/3/2009	TCS80681	\$ 1,250.00
9421011704	4/6/2009	LTR43442	\$ 13,332.00
9421012952	4/7/2009	USR02779	\$ 3,332.16
9421012953	4/7/2009	USR02779	\$ 833.04
9421013579	4/7/2009	LTR43442	\$ 13,332.00
9421021198	4/15/2009	ARR60378	\$ 1,401.92
9421031254	4/27/2009	CAR72573	\$ 4,251.52
9421031255	4/27/2009	CAR72649	\$ 196.70
9421036166	5/1/2009	TCS80681	\$ 1,250.00
9421040587	5/6/2009	713928	\$ 5,715.09
9421043332	5/8/2009	ARR60454	\$ 20,875.77
9421044713	5/11/2009	ARR60454	\$ 32,825.72
9421044714	5/11/2009	ARR60454	\$ 15,826.20
9421044979	5/11/2009	ARR60454	\$ 5,381.46
9421045038	5/11/2009	USR04173	\$ 21,186.00
9421047496	5/13/2009	USR04173	\$ 21,186.00
9421047825	5/13/2009	ARR60460	\$ 13,835.35
9421050951	5/18/2009	29HDO	\$ 2,900.86
9421053731	5/20/2009	USR04638	\$ 6,308.64
9421053732	5/20/2009	USR04638	\$ 2,102.88
9421053733	5/20/2009	USR04638	\$ 1,401.92
9421055423	5/21/2009	29HDO	\$ 3,674.42
9421057856	5/26/2009	LTR43757	\$ 5,210.49
9420952806	2/2/2009	C15877	\$ 323.74
9421035711	4/30/2009	C16015	\$ 978.03
9421037049	5/4/2009	April Total Fluids Hamtramck	\$ 19,421.85
9421042374	5/7/2009	C16039	\$ 321.94
9421050929	C16039	C16044	\$ 485.19
9421054104	5/20/2009	C16044	\$ 770.94
9421060673	5/28/2009	C16056	\$ 774.19
9421062979	5/31/2009	May Total Fluids Hamtramck	\$ 15,062.60
9421046018	5/12/2009	LAR30724	\$ 12,288.60
9420958280	2/6/2009	BYD00003	\$ 1,311.04
9420966588	2/17/2009	BTD0000B	\$ 850.20
9421022733	4/16/2009	BTD0000B	\$ 425.10
9421041748	5/7/2009	973262	\$ 4,784.29
9420954822	2/4/2009	WHR78764	\$ 399.04
9420954823	2/4/2009	WHR78765	\$ 9,798.88
9421052517	5/19/2009	WHR78835	\$ 399.04
174400	20090306	OSHAWA O	\$ 500.00
174563	20090318	OSHAWA O	\$ 2,850.00
174750	20090401	OSHAWA O	\$ 8,550.00
174799	20090406	OSHAWA O	\$ 354.24

175114	20090430 LANSING CAR & BODY	\$	76.14
175169	20090512 SATURN ORATION	\$	1.46
175211	20090511 OSHAWA O	\$	2,602.60
175215	20090507 OSHAWA O	\$	2,907.00
175217	20090512 OSHAWA O	\$	307.08
175257	20090512 OSHAWA O	\$	185.13
175277	20090512 PARMA STMP	\$	433.38
175280	20090512 FAIRFAX	\$	825.60
175312	20090514 OSHAWA O	\$	581.40
175338	20090515 OSHAWA O	\$	581.40
175344	20090515 LANSING CAR & BODY	\$	975.00
175417	20090521 OSHAWA O	\$	548.64
175441	20090526 OSHAWA O	\$	731.52
175442	20090529 OSHAWA O	\$	307.08
175453	20090522 OSHAWA O	\$	614.16
175497	20090528 OSHAWA O	\$	672.84
175517	20090529 OSHAWA O	\$	672.84
1748429	20090407 OSHAWA O	\$	354.24
16400900	20070306 LORDSTOWN	\$	1,589.67
16408900	20070309 LORDSTOWN	\$	397.44
16434700	20070322 LORDSTOWN	\$	1,987.20
16501700	20070430 LORDSTOWN	\$	1,788.48
16522700	20070510 FLINT	\$	567.60
16527200	20070515 FLINT	\$	670.80
16528100	20070515 LORDSTOWN	\$	198.72
16535700	20070517 LORDSTOWN	\$	1,987.20
16593300	20070615 FLINT	\$	2,104.32
16650400	20070724 FLINT	\$	894.24
16654800	20070725 FLINT	\$	836.00
16657700	20070727 FLINT	\$	988.00
16723800	20070828 FLINT	\$	912.00
16779600	20070925 FLINT	\$	1,204.16
16882200	20080214 FLINT	\$	103.20
16927100	20080307 FLINT	\$	223.56
16927700	20080307 LORDSTOWN	\$	1,490.40
16955700	20080321 LORDSTOWN	\$	1,490.40
16961800	20080327 FLINT	\$	361.20
16968900	20080401 FLINT	\$	2,069.52
16994100	20080415 LORDSTOWN	\$	1,192.32
17015100	20080430 LORDSTOWN	\$	1,490.40
17025000	20080506 FLINT	\$	49.42
17046300	20080519 FLINT	\$	596.16
17048500	20080520 FLINT	\$	1,032.00
17059000	20080529 LORDSTOWN	\$	1,043.28
17060500	20080529 FLINT	\$	894.24
17073500	20080604 LORDSTOWN	\$	1,713.96
17097300	20080617 LORDSTOWN	\$	1,490.40
17129400	20080711 FLINT	\$	2,132.64
17138300	20080718 LORDSTOWN	\$	1,266.84
17145400	20080722 LORDSTOWN	\$	1,490.40
17177900	20080807 FLINT	\$	1,152.24



17185500	20080812 LORDSTOWN	\$	1,490.40
17198600	20080819 FLINT	\$	1,651.08
17204800	20080822 LORDSTOWN	\$	1,490.40
17206300	20080825 FLINT	\$	1,238.40
17215800	20080829 FLINT	\$	2,608.20
17234800	20080910 LORDSTOWN	\$	1,490.40
17235600	20080910 GENERAL MOTORS	\$	722.40
17243300	20080916 GENERAL MOTORS	\$	1,238.40
17254100	20080922 LORDSTOWN	\$	1,490.40
17273500	20081003 LORDSTOWN	\$	1,490.40
17283800	20081009 GENERAL MOTORS	\$	499.20
17295700	20081017 LORDSTOWN	\$	1,490.40
17319700	20081031 LORDSTOWN	\$	1,490.40
17348000	20081120 GENERAL MOTORS	\$	1,238.40
17352100	20081125 FLINT	\$	2,264.40
17396700	20090129 FLINT	\$	154.80
17402500	20090203 FLINT	\$	156.98
17404900	20090206 FLINT	\$	309.60
17405000	20090206 LORDSTOWN	\$	1,490.40
17411900	20090212 LANSING CAR & BODY	\$	690.00
17413800	20090217 GENERAL MOTORS	\$	103.20
17445200	20090312 LORDSTOWN	\$	1,490.40
17456900	20090319 OSHAWA O	\$	177.41
17464900	20090324 OSHAWA O	\$	177.41
17465900	20090325 OSHAWA O	\$	88.70
17468800	20090327 OSHAWA O	\$	88.70
17494000	20090417 FLINT	\$	2,012.04
17498100	20090422 DETROIT HAMTRAMCK	\$	39.66
17509500	20090429 GENERAL MOTORS	\$	206.40
17513900	20090508 DETROIT HAMTRAMCK	\$	80.64
17514400	20090504 WENTZVILLE	\$	133.65
17514500	20090504 ARLINGTON	\$	3,493.91
17514700	20090504 DETROIT HAMTRAMCK	\$	326.70
17514800	20090504 GENERAL MOTORS	\$	553.05
17514900	20090504 LORDSTOWN	\$	620.44
17515200	20090504 FLINT	\$	619.20
17515300	20090504 SATURN ORATION	\$	182.75
17515400	20090504 LORDSTOWN	\$	163.10
17515500	20090504 LORDSTOWN	\$	1,715.32
17515900	20090506 PARMA STMP	\$	758.42
17516000	20090506 WENTZVILLE	\$	133.65
17517000	20090506 SATURN ORATION	\$	2,310.60
17517100	20090506 DETROIT HAMTRAMCK	\$	97.79
17517300	20090506 DETROIT HAMTRAMCK	\$	326.70
17517400	20090506 DETROIT HAMTRAMCK	\$	326.70
17517500	20090506 GENERAL MOTORS	\$	490.05
17517600	20090506 GENERAL MOTORS	\$	553.05
17517700	20090506 LORDSTOWN	\$	163.10
17517800	20090506 LORDSTOWN	\$	163.10
17517900	20090506 LORDSTOWN	\$	620.44
17518100	20090506 LANSING CAR & BODY	\$	589.31

17518900	20090506 FAIRFAX	\$	673.66
17519100	20090506 FAIRFAX	\$	582.94
17519400	20090506 FAIRFAX	\$	2,379.24
17519500	20090506 LORDSTOWN	\$	1,257.27
17519600	20090506 LORDSTOWN	\$	1,433.74
17519700	20090506 ARLINGTON	\$	4,029.48
17519800	20090506 ARLINGTON	\$	3,464.87
17521000	20090507 LORDSTOWN	\$	1,750.29
17521300	20090512 LORDSTOWN	\$	1,603.84
17521800	20090507 DETROIT HAMTRAMCK	\$	435.60
17521900	20090508 DETROIT HAMTRAMCK	\$	326.70
17522000	20090512 DETROIT HAMTRAMCK	\$	326.70
17522100	20090507 ARLINGTON	\$	4,318.56
17522200	20090508 ARLINGTON	\$	3,699.22
17522300	20090512 ARLINGTON	\$	2,851.05
17522400	20090507 LORDSTOWN	\$	163.10
17522500	20090508 LORDSTOWN	\$	163.10
17522600	20090507 LORDSTOWN	\$	620.44
17522800	20090512 DETROIT HAMTRAMCK	\$	481.47
17523000	20090507 GENERAL MOTORS	\$	189.00
17523100	20090508 GENERAL MOTORS	\$	854.10
17523200	20090512 GENERAL MOTORS	\$	189.00
17523400	20090507 FAIRFAX	\$	582.94
17523600	20090508 FAIRFAX	\$	269.04
17523700	20090512 FAIRFAX	\$	694.78
17523800	20090507 FAIRFAX	\$	3,060.23
17523900	20090508 FAIRFAX	\$	2,379.24
17524900	20090507 WENTZVILLE	\$	133.65
17525300	20090512 WENTZVILLE	\$	133.65
17525500	20090512 LORDSTOWN	\$	163.10
17525600	20090512 FAIRFAX	\$	205.20
17526200	20090512 DETROIT HAMTRAMCK	\$	157.80
17526300	20090512 DETROIT HAMTRAMCK	\$	326.70
17526400	20090512 FAIRFAX	\$	2,379.24
17526500	20090512 GENERAL MOTORS	\$	252.00
17526600	20090512 LORDSTOWN	\$	620.44
17526900	20090512 GENERAL MOTORS	\$	671.04
17527000	20090512 GENERAL MOTORS	\$	183.74
17527100	20090512 SATURN ORATION	\$	2,247.60
17527200	20090512 FAIRFAX	\$	55.41
17527500	20090512 LORDSTOWN	\$	919.37
17527600	20090512 FAIRFAX	\$	918.46
17528100	20090513 WENTZVILLE	\$	133.65
17528300	20090513 LORDSTOWN	\$	384.79
17528400	20090513 DETROIT HAMTRAMCK	\$	80.64
17528500	20090513 DETROIT HAMTRAMCK	\$	217.80
17528600	20090513 FAIRFAX	\$	111.84
17528700	20090513 GENERAL MOTORS	\$	490.05
17530600	20090514 DETROIT HAMTRAMCK	\$	174.57
17530700	20090514 DETROIT HAMTRAMCK	\$	326.70
17530800	20090514 FAIRFAX	\$	2,379.24

17530900	20090514 FAIRFAX	\$	582.94
17531000	20090514 LORDSTOWN	\$	163.10
17531100	20090514 LORDSTOWN	\$	620.44
17531500	20090514 DETROIT HAMTRAMCK	\$	867.03
17531600	20090514 LANSING CAR & BODY	\$	589.31
17531700	20090514 LORDSTOWN	\$	1,911.28
17532100	20090514 WENTZVILLE	\$	133.65
17532900	20090515 LORDSTOWN	\$	1,442.85
17533000	20090515 DETROIT HAMTRAMCK	\$	326.70
17533100	20090515 DETROIT HAMTRAMCK	\$	867.03
17533200	20090515 FAIRFAX	\$	2,379.24
17533300	20090515 FAIRFAX	\$	694.78
17533400	20090515 FLINT	\$	1,202.81
17533500	20090515 GENERAL MOTORS	\$	728.10
17533600	20090515 LANSING CAR & BODY	\$	241.43
17533700	20090515 LORDSTOWN	\$	163.10
17534100	20090515 SATURN ORATION	\$	2,579.70
17534300	20090518 WENTZVILLE	\$	133.65
17534500	20090518 LORDSTOWN	\$	1,078.38
17534600	20090518 DETROIT HAMTRAMCK	\$	349.74
17534700	20090518 DETROIT HAMTRAMCK	\$	326.70
17534800	20090518 FAIRFAX	\$	2,379.24
17534900	20090518 FAIRFAX	\$	694.78
17535000	20090518 GENERAL MOTORS	\$	126.00
17535100	20090518 LORDSTOWN	\$	163.10
17535200	20090518 LORDSTOWN	\$	620.44
17535400	20090518 FAIRFAX	\$	206.40
17535500	20090518 FAIRFAX	\$	2,952.90
17535600	20090518 LANSING CAR & BODY	\$	521.65
17536000	20090519 PARMA STMP	\$	1,408.50
17536400	20090519 FAIRFAX	\$	2,379.24
17536500	20090519 FAIRFAX	\$	1,032.00
17536600	20090519 FAIRFAX	\$	582.94
17536700	20090520 FAIRFAX	\$	111.84
17536800	20090519 GENERAL MOTORS	\$	252.00
17536900	20090520 GENERAL MOTORS	\$	791.10
17537000	20090520 LORDSTOWN	\$	163.10
17537100	20090520 LORDSTOWN	\$	620.44
17537300	20090519 SATURN ORATION	\$	2,247.60
17537500	20090520 FLINT	\$	754.47
17537700	20090519 DETROIT HAMTRAMCK	\$	125.97
17537800	20090519 LORDSTOWN	\$	1,288.68
17537900	20090520 LORDSTOWN	\$	523.49
17538000	20090519 DETROIT HAMTRAMCK	\$	217.80
17538100	20090519 LANSING CAR & BODY	\$	410.59
17538200	20090520 LANSING CAR & BODY	\$	465.26
17538400	20090520 WENTZVILLE	\$	133.65
17540900	20090521 DETROIT HAMTRAMCK	\$	48.60
17541000	20090521 DETROIT HAMTRAMCK	\$	108.90
17541300	20090521 FLINT	\$	1,032.00
17541500	20090521 LANSING CAR & BODY	\$	410.59

17541600	20090522 LANSING CAR & BODY	\$	408.87
17543000	20090521 ARLINGTON	\$	663.25
17543100	20090521 LORDSTOWN	\$	657.79
17543200	20090522 LORDSTOWN	\$	44.59
17543700	20090521 WENTZVILLE	\$	133.65
17543900	20090521 DETROIT HAMTRAMCK	\$	103.20
17544000	20090526 FAIRFAX	\$	825.60
17544500	20090522 GENERAL MOTORS	\$	728.10
17549900	20090528 LORDSTOWN	\$	170.10
64883900	20071106 FLINT	\$	456.00
64888000	20071108 FLINT	\$	447.12
64912100	20071119 FLINT	\$	1,359.12
64924500	20071126 LORDSTOWN	\$	4,024.08
64951900	20071206 FLINT	\$	456.00
64956400	20071207 LORDSTOWN	\$	1,117.80
64963500	20071214 LORDSTOWN	\$	1,043.28
65026900	20080121 LORDSTOWN	\$	1,490.40
42009H	28-Apr-09 DTB01085	\$	116,749.17
42009A	28-Apr-09 ARB01115	\$	205,390.86
52009H	27-May-09 DTB01085	\$	122,259.89
52009A	28-May-09 ARB01115	\$	178,334.94
52009W	1-May-09 WAB11705	\$	294,628.27
52009D	26-May-09 PDB00713	\$	176,649.07
52009S	27-May-09 PSB00797	\$	133,604.09
<b>Total invoices not included in Cure Amount</b>			<b>\$ 1,750,688.61</b>

Short payments due to disputed pricing

Have been working with GM Purchasing to resolve

Issue is still Pending

**Amounts associated with US Facilities (estimated)                    \$ 144,000.00**

Total additional amounts for Cure	\$ 1,894,688.61
Cure amount per Contract Notices Web site as of 6/12/09	\$ 1,018,187.82
<b>Total Amount needed to Cure with GM</b>	<b>\$ 2,912,876.43</b>