

BLANK ROME LLP
Stanley B. Tarr
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
Telephone: (212) 885-5000
Facsimile: (212) 885-5001
Email: Tarr@blankrome.com

- and -

Regina Stango Kelbon
One Logan Square
Philadelphia, PA 19103
Tel: (215) 569-5507
Fax: (215) 832-5507
Email: Kelbon@blankrome.com

*Counsel for Cellco Partnership d/b/a Verizon Wireless
on behalf of itself and its controlled affiliates*

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

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In re: : Chapter 11
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GENERAL MOTORS, *et al.*, : Case No. 09-50026 (REG)
:
Debtors. : (Jointly Administered)
:
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**LIMITED OBJECTION OF CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS, ON BEHALF OF ITSELF AND ITS CONTROLLED AFFILIATES,
TO 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**

Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled affiliates (collectively, “Verizon Wireless”), by its undersigned counsel, hereby submits this limited objection (“Limited Objection”) to the certain Notices of (I) Debtor's 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 received via email by counsel for Verizon Wireless on June 9, 2009 (collectively, the “Email Notices” and individually, each an “Email Notice”), and states as follows:

1. This Limited Objection shall be considered a Contract Objection, and is filed in furtherance of the Assumption and Assignment Procedures at paragraph 10 of this Court’s Sales Procedures Order entered on June, 2, 2009 [Docket Entry # 274].¹

2. As will be demonstrated hereafter, the information provided in the Email Notices lack sufficient detail as required under the Sales Procedure Order and by Fed. R. Bankr. P. 6006 to give notice to Verizon Wireless of the executory contract(s) the Debtors intend to designate for assumption and assignment to the Purchaser.² The Email Notices identify “NEW PAR D/B/A VERIZON WIRELESS” as a “vendor” located at “180 Washington Valley Rd, Bedminster, NJ 07921-2120” with the following “Vendor ID” numbers: 5716-00019214, 5716-00019215, 5716-00019216, 5716-00019217, 5716-00019298, 5716-00019299, 5716-00019300, 5716-00020646, 5716-00020647, and 5716-00020697. The Email Notices further state:

- a. Please carefully review the enclosed 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.
- b. In order to view the Cure Amount for the Assumable Executory Contracts to which you are a party, you must log onto: <http://www.contractnotices.com>.
- c. To log on, please use the user name and password provided to you below.

¹ Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Procedures Order.

² Fed. R. Bankr. P. 6006 provides, in relevant part, that notice “shall be given to the other party to the contract or lease...” and, with respect to omnibus motions to assume or assign multiple executory contracts or unexpired leases, “shall...list parties alphabetically and identify the corresponding contract or lease.” See Fed. R. Bankr. P. 6006 (c),(f)(2).

- d. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States).

3. Verizon Wireless is a party to the following executory contracts with the Debtors which may be assumed and assigned under Section 365 of the Bankruptcy Code:

- a. the certain National Cellular Agreement dated May 1, 2004 (as amended, the “VZW/GM Agreement”) by and between Verizon Wireless and General Motors, pursuant to which Verizon Wireless is the Debtors’ non-exclusive provider of cellular radio service and account management services.
- b. two tower lease agreements whereby Verizon Wireless leases tower space from GM.

4. Verizon Wireless is also party to certain agreements with OnStar, LLC (“OnStar”), a wholly owned subsidiary of General Motors, which is not a Debtor in these chapter 11 cases.³ As such, the OnStar Agreements may not be assumed by the Debtors and assigned to the Purchaser. “[T]he Trustee may assume or reject any executory contract... of the debtor.” 11 U.S.C. § 365(a). Verizon Wireless reserves the right to object to any purported assumption by the Debtors of the Onstar Agreements and to any incorrect cure amounts, to the extent there are any assumption notices regarding the Onstar Agreements.

³ Specifically, Verizon Wireless is party to the following agreements with Onstar: (1) the Amended and Restated Wireless Services Agreement dated August 11, 2003 by and between OnStar and Verizon Wireless (VAW) LLC (“VWLLC”), for itself and on behalf of certain license holders in which VWLLC or its affiliates has an interest (as amended, the “Wireless Services Agreement”), pursuant to which OnStar markets and resells access to and usage of Verizon Wireless’ cellular telephone services to customers using the OnStar vehicle-based wireless mobile application services; (2) the Verizon Wireless Telematics Services Agreement dated August 11, 2003 by and between OnStar and VWLLC, for itself and on behalf of certain license holders in which VWLLC or its affiliates has an interest (as amended, the “Telematics Service Agreement”) pursuant to which OnStar purchases VWLLC’s Telematics Service as an incidental component of the OnStar Service; and (3) the Referral Agreement for Commercial Mobile Radio Service dated June 9, 2004 by and between OnStar and Cellco Partnership, for itself and on behalf of certain license holders in which Cellco Partnership or its affiliates has an interest (as amended, the “Referral Agreement”), pursuant to which OnStar refers potential subscribers to Verizon Wireless in exchange for commissions for new subscribers. The Referral Agreement together with the Wireless Services Agreement and the Telematics Service Agreement are referred to herein as the “OnStar Agreements”.

5. Verizon Wireless believes the Email Notices are deficient for the following reasons:

- the Email Notices do not adequately identify whether the Debtors intend to designate as Assumable Executory Contracts the VZW/GM Agreement and/or the OnStar Agreements (upon information and belief, it is the VZW/GM Agreements and the OnStar Agreements the Debtors intend to designate);
- the Email Notices do not adequately identify the Non-Debtor Counterparty and, therefore, Verizon Wireless is unable to determine to which entity “New Par d/b/a Verizon Wireless” refers;
- the Email Notices do not identify any Cure Amounts;
- the Email Notices do not properly reflect accrued and unbilled (therefore, *unliquidated*) Cure Amounts currently owing by the Debtors pursuant to the VZW/GM Agreement; and
- the Email Notices were not dated and, as a result, Verizon Wireless cannot determine the Contract Objection Deadline.

6. Aside from the Email Notices, Verizon Wireless has not been served with any other notices of Assumable Executory Contracts. The Email Notices provide ten separate usernames and passwords to gain access to the Contract Website. However, upon logging into such website, Verizon Wireless was only able to determine the following: (i) a “Vendor Master ID” with which Verizon Wireless is unfamiliar since it is an internal number used by the Debtors; (ii) a “Counter Party Name” for each username and password, which, in each case, is listed as “New Par d/b/a Verizon Wireless”; (iii) the “Contract Type” (nine of which are listed as “License Agreements” and one of which is listed as a “Real Property Lease”); and (iv) a purported link to the Cure Amount, for which, in each case, none was listed. Furthermore, in connection with Verizon Wireless’ inquiries directed to the call center, Verizon Wireless was informed that certain other assumption and assignment notices were allegedly mailed to Verizon

Wireless, which notices were never received. Verizon Wireless reserves the right to amend or supplement this objection and to assert any other objections to the extent there are any other Assumption and Assignment Notices for any Verizon Wireless Assumable Executory Contracts that it has not yet received or had an opportunity to review.

7. Moreover, it is the Debtors' burden, in the first instance, to provide the required details in respect of the executory contracts and/or unexpired leases they intend to assume and assign.⁴ Here, the Debtors have failed to meet this burden.

8. Nonetheless, Verizon Wireless has been doing its own diligence to ascertain proper Cure Amounts owing under the VZW/GM Agreement. Verizon Wireless is committed to working with the Debtors and the Purchaser to provide the precise information that may be needed in connection with reaching a consensual resolution of this Limited Objection prior to any hearing on the same. As of the Petition Date, under the VZW/GM Agreement, the Debtors were obligated to pay Verizon Wireless approximately \$3,000,000.00 with respect to outstanding invoices (including \$450,000 with respect to prior billings and a separate letter agreement between GM and Verizon Wireless) and approximately \$900,000.00 for accrued but unbilled charges for services rendered prior to the Petition Date (the "Pre-Petition Obligations"). In addition, the Cure Amounts must include all post petition charges and costs for services rendered for the period after the Petition Date through the effective date of assumption of the VZW/GM Agreement. For the period from the Petition Date through and including June 15, 2009, the Debtors owe Verizon Wireless approximately \$500,000.00 for accrued but unbilled charges under the VZW/GM Agreement (the "Post-Petition Obligations").

9. In accordance with the foregoing, Verizon Wireless reserves all rights to (a) object to the Assumption and Assignment Procedures, (b) amend, supplement and/or withdraw

⁴ See Fed. R. Bankr. P. 6006.

this Limited Objection, (c) object to the potential assignment of any contracts to which Verizon Wireless is a Non-Debtor Counterparty on any other basis, and (d) assert all of their other rights and remedies against the Debtors.

WHEREFORE, Verizon Wireless requests that (a) the Debtors clearly identify the Verizon Wireless Assumable Executory Contracts that they intend to assume and assign; (b) provide a good faith calculation of the Cure Amounts associated with such contracts; and (c) provide Verizon Wireless the opportunity to object to such amounts and to have its objection resolved by mutual agreement or determined by this Court; and (d) to grant such other relief that may be just, proper and necessary.

Dated: June 15, 2009

BLANK ROME LLP

/s/ Stanley B. Tarr

Stanley B. Tarr
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-5001
Telephone: (212) 885-5000
Facsimile: (212) 885-5001
Email: Tarr@blankrome.com

- and -

Regina Stango Kelbon
One Logan Square
Philadelphia, PA 19103
Tel: 215.569.5507
Fax: 215.832.5507
Email: Kelbon@blankrome.com

*Counsel for Cellco Partnership d/b/a Verizon
Wireless on behalf of itself and its controlled
affiliates*

CERTIFICATE OF SERVICE

I, Regina Stango Kelbon, hereby certify that a copy of the *Limited Objection of Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled affiliates, to 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* was served on June 15, 2009 (i) electronically via the Court's ECF system upon all subscribed parties and (ii) upon the "Objection Deadline Parties" listed below via overnight mail.

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

Harvey R. Miller, Esquire
Joseph H. Smolinsky, Esquire
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Counsel for the Debtors

Matthew Feldman, Esquire
U.S. Treasury
1500 Pennsylvania NW
Room 2312
Washington, D.C. 20220

John J. Rapisardi, Esquire
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Attorneys for Purchaser

Gordon Z. Novod, Esquire
Kramer Levin Naftalis & Frankel LLP
1177 AVENUE OF THE AMERICAS
New York, NY 10036
Attorneys for the Creditors Committee

Michael J. Edelman, Esquire
Michael L. Schein, Esquire
Vedder Price, P.C.
1633 Broadway, 47th Floor
New York, NY 10019
Counsel for Export Development Canada

Diana G. Adams, Esquire
The Office of the United States Trustee
for the Southern District of New York
33 Whitehall Street, 21st Floor
New York, NY 10004

Dated: June 15, 2009

BLANK ROME LLP

/s/ Regina Stango Kelbon _____

One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Tel: 215.569.5507
Fax: 215.832.5507
Email: Kelbon@blankrome.com

*Counsel for Cellco Partnership d/b/a Verizon
Wireless on behalf of itself and its controlled
affiliates*