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Hearing Date: June 25, 2009 at 9:45 a.m.
Objection Deadline: June 15, 2009 at 4:00 p.m.

Counsel to Siemens Enterprise Communications, Inc.

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

In re: : Chapter 11
: :
GENERAL MOTORS CORP., *et al.*, : Case No. 09-50026 (REG)
: :
Debtors. : Jointly Administered
: :
_____ :

SIEMENS ENTERPRISE COMMUNICATIONS, INC.’S OBJECTION TO (I) NOTICE OF 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 THERE TO, AND RESERVATION OF RIGHTS

Siemens Enterprise Communications, Inc. (“Siemens Communications”), by its counsel White and Williams LLP, as and for its Limited Objection and Reservation of Rights (the “Limited Objection and Reservation of Rights”) To (i) Notice Of 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, And Reservation Of Rights (the “Notice of Assumption and Cure”) respectfully sets forth and represents as follows:

Background

1. On June 1, 2009 (the “Petition Date”), General Motors Corp. and certain of its subsidiaries and affiliates (collectively, “GM” or the “Debtors”) filed petitions for reorganization under Title 11 of Chapter 11 of the Bankruptcy Code.

2. On June 2, 2009, this Court entered an order approving the Debtors’ request for

procedures for the sale of its assets and assumption of contracts in the Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006 (i) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (ii) Scheduling Bid Deadline And Sale Hearing Date; (iii) Establishing Assumption And Assignment Procedures; And (iv) Fixing Notice Procedures And Approving Form Of Notice (the "363 Sale and Assumption Procedure Order").

3. Prior to the Petition Date, Siemens Communications entered into a business relationship with GM to provide GM with certain communications technology.

4. Shortly after the Petition Date, in accordance with the 363 Sale and Assumption Procedure Order, Siemens Communications became aware of a Notice of Assumption and Cure from GM setting forth certain contracts to be assumed and setting forth certain cure amounts arising from purchase orders and invoices.

5. The Notice of Assumption and Cure, though, includes contracts arising from GM's relationship with dozens of entities and not clearly stating that Siemens Communications' contracts are to be assumed, and what the related cure amounts, if any are.

6. In an abundance of caution, and for the purposes of preserving its rights, Siemens Communications files this Limited Objection and Reservation of Rights.

Limited Objection

7. Siemens Communications objects to the Notice of Assumption and Cure as it does not adequately identify those contacts arising out of the Debtors' business relationship with Siemens Communications. Siemens Communications further objects to the Notice of Assumption and Cure as Siemens Communications is unable to confirm the amount of cure specifically related to the Siemens Communications contracts.

8. Due to this lack of detail, Siemens Communications is unable to confirm the basic information needed to evaluate the status of its contracts and the proper cure amount.

9. Siemens Communications therefore seeks clarification from the Debtors as to the executory contracts that the Debtors seek to assume as well as the associated cure amounts.

10. Siemens Communications further seeks an extension of time to file appropriate pleadings, if needed, before this Court in response to such identification and proposed cure.

Reservation of Rights

11. Siemens Communications expressly reserves, and does not waive, all of its rights and defenses to the proposed assumption and cure of its contracts with the Debtors. Siemens Communications reserves all of its rights related to any executory contracts by and between itself and the Debtors, including the right to assert a cure amount if any such contracts are subject to assumption and/or assignment by the Debtor and to take any such other action permitted by law or equity with regards to such contracts.

WHEREFORE, Siemens Communications respectfully requests that this Court direct the Debtors to specifically identify those contracts being assumed and assigned, to confirm the specific asserted cure amount for those contracts as of a date certain, to provide Siemens Communications with sufficient time to respond and review such proposals, and for such other and further relief as is just and proper.

Dated: New York, New York
June 15, 2009

WHITE AND WILLIAMS LLP

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