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

In re:	)	Chapter 11
	)	
GENERAL MOTORS CORPORATION,	)	Case No. 09-50026 (REG)
	)	
Debtors.	)	(Jointly Administered)

**OBJECTION TO CURE COST AMOUNT RELATED TO DEBTORS' NOTICE OF  
INTENT TO ASSUME EXECUTORY CONTRACTS WITH ATC LOGISTICS &  
ELECTRONICS, INC.**

ATC Logistics & Electronics, Inc., d/b/a Autocraft Material Recovery, Autocraft Electronics, Speedometer Service, and GM-SPO, ATCLE ("ATC L&E"), for its Objection to Cure Amount Related to Debtors' Notice of Intent to Assume Executory Contracts with ATC Logistics & Electronics, Inc., respectfully states as follows:

1. On or about June 5, 2009, the Debtors ("GMC") served their 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 ("Notice") upon ATC. Along with the Notice, the Debtors provided ATC L&E, as well as a related entity, ATC Drivetrain, Inc. ("ATC Drivetrain"), with user id and password information to access cure amount information available on a GMC controlled website for GMC vendors with the Vendor ID Numbers 877437343 and 9260255487. Once ATC L&E accessed the information scheduled by GMC, it became apparent that the Proposed Cure Amount set forth

therein (a) combined contracts with and amounts owing to ATC L&E with contracts with and amounts owing to ATC Drivetrain and (b) was missing significant amounts of moneys owed to ATC L&E that must be included in any Cure Amount.

2. ATC L&E is still in the process of reconciling the Proposed Cure Amount that appears to be proposed by GMC with regard to ATC L&E's agreements with GMC, and reserves its right to supplement this objection if necessary. However, ATC L&E believes that that the outstanding amounts owed to it under its (i.e. not ATC Drivetrain's) agreements with GMC is \$2,364,945.01, which amount is exclusive of any amounts entitled to be netted out by GMC .

3. It should be noted that ATC L&E does not generally object to GMC's proposed assumption and assignment of its agreements in their form and substance immediately prior to GMC's Petition Date. However, ATC L&E is somewhat uncertain as to which of its agreements GMC intends to assume and assign. To the extent that ATC L&E learns that GMC proposes to assume and assign any of ATC L&E's agreements in an inappropriate manner (for example, in a piece meal fashion), ATC L&E also reserves its right to address those issues.

4. For the foregoing reasons, ATC is not currently able to agree to the Proposed Cure Amount set forth in the Notice.

5. Notice of this Objection was served electronically through the Court's ECF system, as well as by separate electronic mail in accordance with paragraph 7 of the Notice.

WHEREFORE, ATC Logistics & Electronics, Inc. respectfully requests that the Court enter an order consistent with the objections set forth above and grant such other and further relief as the Court deems just and equitable.

June 15, 2009

Respectfully submitted,

ATC LOGISTICS & ELECTRONICS, INC.

          /s/ Brian L. Shaw            
One of its attorneys

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**CERTIFICATE OF SERVICE**

I, Brian L. Shaw, an attorney, certify that service of the foregoing OBJECTION TO CURE COST AMOUNT RELATED TO DEBTORS' NOTICE OF INTENT TO ASSUME EXECUTORY CONTRACTS WITH ATC LOGISTICS & ELECTRONICS, INC. was accomplished electronically to all ECF registrants via the Court's ECF system on June 15, 2009 and via Email to the below referenced service list.

*/s/ Brian L. Shaw*

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Brian L. Shaw

**Via Email**

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