

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

_____)	Chapter 11
In re:)	
GENERAL MOTORS CORP., <i>et al.</i>)	Case No. 09-50026
)	(Jointly Administered)
Debtors.)	
_____)	

**OBJECTION OF BAY LOGISTICS, INC.
TO PROPOSED CURE COSTS CONTAINED IN NOTICE OF (I) DEBTORS'
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS,
UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY
AND (II) CURE COSTS RELATED THERETO**

Bay Logistics, Inc., a Michigan corporation, a creditor and party-in-interest in this case (“Bay”), by and through its attorneys, Rhoades McKee, submits this Objection to the proposed cure costs for the assumption and assignment of the Assumable Executory Contracts (as defined in the Assumption Notice) with Bay, set forth in the Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Non-Residential Real Property and (II) Cure Costs Related Thereto (“Assumption Notice”), dated June 5, 2009. The Assumption Notice was served on Bay in accordance with the Debtor’s June 1, 2009 Motion, which among other things, sought authorization and approval of the sale of substantially all of Debtors’ assets and assignment of contracts and leases. In support of its Objection, Bay states:

1. According to the Contract Website referenced in the Assumption Notice, Bay is one of the suppliers with executory contracts to be assumed and assigned to purchaser.

2. Pursuant to the Contract Website, Debtors' records reflect a payment of \$719,257.26 would be required to cure payment defaults under their Agreement with Bay. This amount is incorrect.

3. The correct cure costs to be paid to Bay should be \$1,118,607.09. A detailed schedule of the unpaid invoices establishing the correct balance due and the relevant pages of the Contract Website are attached as **Exhibit 1**.

4. Upon assumption, all attendant responsibilities to cure defects and default are immediately compelled upon the debtors. See 11 U.S.C. § 365.

5. The assumption and assignment of the Agreement between Debtors and Bay should be conditioned upon the payment of the correct cure amount of \$1,118,607.09.

6. Bay reserves the right to amend, supplement or otherwise modify this objection as it deems necessary or proper.

WHEREFORE, Bay respectfully requests that this Court condition the assumption and assignment with respect to the Agreement with Bay upon the allowance and payment of Bay's Cure Claim in the full amount of the pre-petition cure costs of \$1,118,607.09.

Respectfully submitted,

Dated: June 15, 2009

/S/ Terry L. Zabel

Terry L. Zabel (P53798)
Rhoades McKee
161 Ottawa Ave., NW, Ste 600
Grand Rapids, MI 49503
tlzabel@rhoadesmckee.com
Telephone: (616) 235-3500
Facsimile: (616) 459-5102

BAY LOGISTICS
 1202 Pontaluna
 Spring Lake, MI 49456-9634
 (231)799-1015

INVOICE #	53109
INVOICE DATE	5/31/2009

SOLD TO: GENERAL MOTORS POWERTRAIN
WARREN TRANSMISSION
 ATTN: BILL KOSEBA
 23500 Mound Avenue
 Warren, MI 48198-6198

Blanket PO#	WAB11671 002
PD#	
Release #	

ITEM SEQ NUMBER	ITEM ID NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CHARGE
00008	WHSE-PS3F	Phase 3 Fixed Costs	0.96	78630.75	\$ 75,574.58
00009	WHSE-PS3V	Phase 3 Variable Costs	30,864.22	1.89	\$ 58,333.38
00012	WHSE-ADSQ	WTO JIT Logistics Center Additional SQFT 9450 Buffalo Hamtramck, MI	-	0.460	\$ -
00013	WHSE-SCTY	Warehouse Security Guard	720.00	22.33	\$ 16,077.60
00014	WHSE-SHUT	Warehouse Shuttle Service	336.00	87.5	\$ 29,400.00
00015	WHSE-HTST	Hot Shot Truck	-	95	\$ -
00016	LABR-MHOT	Labor - MH Overtime	111.00	39.06	\$ 4,335.66
		Dollie Maintenance			\$ 5,819.44
TOTAL INVOICE					\$ 189,540.66



BAY LOGISTICS

1202 Pontaluna
Spring Lake, MI 49456-9634
(231)799-1015

INVOICE #	53109
INVOICE DATE	5/31/2009

**SOLD TO: GENERAL MOTORS POWERTRAIN
YPSILANTI TRANSMISSION
ATTN: RYAN McELMURRY
Ecorse & Wiard Roads
6 Speed Transmission Plant
Ypsilanti, MI 48198-6198**

Blanket PO#	YTB00009 011
PD#	
Release #	

ITEM SEQ NUMBER	ITEM ID NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CHARGE
00001	WHSE-TUGG	Tugger	1.00	350.00	\$ 350.00
00002	WHSE-OVTM	Warehouse Overtime	10.00	35.16	\$ 351.60
00003	1429-0017	Security - 7/24 Hour	27,250.17	0.59	\$ 16,077.60
00006	1421-0010	Dollie Repairs & Tow Bars	-	0.55	\$ -
00023	1429-004X	Variable Overhead Phase 3	41,625.00	0.008	\$ 333.00
00024	1429-0061	Fixed O/H Indirect Labor	2.00	2,604.16	\$ 5,208.32
00026	1429-0063	YTO JIT Logistics Center - Phase 2 Storage Per Month 717 Norris Ypsilanti, MI	126,520	0.375	\$ 47,445.00
00027	1429-0064	Hot Shot Truck	8.00	95	\$ 760.00
00028	1429-0065	Direct Labor Phase 3	38,560.41	1.556	\$ 60,000.00
00029	1429-0066	Fixed Facility Phase 3	1.00	2,750.00	\$ 2,750.00
00030	1429-007G	Fixed O/H Salaried Labor	3.00	5,208.33	\$ 15,624.99
00033	1429-00WM	Fixed Overhead Phase 3	1.00	11,204.25	\$ 11,204.25

TOTAL INVOICE

\$ 160,104.76

MARTIN TRANSPORTATION, INC.
 PO BOX 88067
 Grand Rapids, MI 49518-0067
 (231)799-1015

INVOICE # 5312009A
 INVOICE DATE 5/31/2009
 SCAC: MRLC
 LANE EXHIBIT: 04-GM-3962
 CISCO #: 51063
 LAF #: LAF000001277

BILL TO:
 GENERAL MOTORS POWERTRAIN
 ROMULUS ENGINE OPERATIONS
 DUNNS# 037749264
 ATTN: Don Finney
 36880 Ecorse Road
 Romulus, MI 48174

SHIPPER:
 GENERAL MOTORS POWERTRAIN
 ROMULUS ENGINE OPERATIONS
 DUNNS# 037749264
 ATTN: Don Finney
 36880 Ecorse Road
 Romulus, MI 48174

CONSIGNEE:
 MARTIN TRANSPORTATION, INC.
 c/o Bay Logistics
 DUNNS# 038610200
 36555 Ecorse Road
 Romulus, MI 48174

ITEM SEQ NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CHARGE
00001	Shuttle Charge per Hour 5/1-23/09 Romulus, MI	1,157.53	42.750 \$	49,484.41

PAY IN US FUNDS

\$ 49,484.41

BAY LOGISTICS

1210 Pontaluna
Spring Lake, MI 49456-9634
(231)799-1015

INVOICE #	53109L
INVOICE DATE	5/31/2009

**SOLD TO: GENERAL MOTORS
POWERTRAIN**
ATTN: Mike Harrison
717 Joslin Avenue
Mail Code: 483720450
Pontiac, MI 48340-2926

Blanket PO#	HWB 23422 021
PD#	
Release #	TCS06940

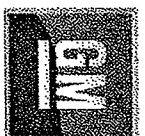
ITEM SEQ NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CHARGE
00001	Labor - Load/Unload 717 Norris Ypsilanti, MI	11.50	20 \$	230.00

TOTAL INVOICE

\$ 230.00

Contract Notices

User: ORP65aqs



My Contracts Documents & Links

Supplier Details

Vendor Master ID: 176258275

Supplier Name: **BAY LOGISTICS INC**
 Contract Cure Amount: **\$719,257.26**
 # of Contracts: **6**

[Click here to view Contract Cure Amount Details](#)

Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status
5716-00088446	RMS30974	176258275	BAY LOGISTICS INC	Agreement	Noticed
5716-00098270	HWB23422	176258275	BAY LOGISTICS INC	Blanket Order	Noticed
5716-00098271	RMB02109	176258275	BAY LOGISTICS INC	Blanket Order	Noticed
5716-00098272	WAB11671	176258275	BAY LOGISTICS INC	Blanket Order	Noticed
5716-00106014	YTB00009	176258275	BAY LOGISTICS INC	Blanket Order	Noticed
5716-00106015	YTB00009	176258275	BAY LOGISTICS INC	Blanket Order	Noticed

Hover mouse cursor here for Contract Status Legend

Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that in the sale motion.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

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Contract Notices

User: ORP66a0S



My Contracts Documents & Links

Supplier Details

Vendor Master ID: 176258275

Supplier Name: **BAY LOGISTICS INC**
 Contract Cure Amount: **\$719,257.26**
 # of Contracts: **6**

[Click here to view Contracts](#)

Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amount	
RD176258275	RMR24093	53109	5/27/2009	STAYED	\$240,402.10	USD
RD176258275	RMR24165	22809E	3/31/2009	STAYED	\$8,123.01	USD
RD176258275	RMR24163	53109E	5/31/2009	STAYED	\$4,122.18	USD
RD176258275	RMR24164	43009E	4/30/2009	STAYED	\$6,325.85	USD
RD176258275	RMR24093	53109	5/27/2009	STAYED	\$500,655.10	USD
RD176258275	RMR24093	53109	5/27/2009	STAYED	(\$240,402.10)	USD
RD176258275	YTR00400	123108	12/31/2008	STAYED	\$11,204.25	USD
RD176258275	YTR00430	043009	4/30/2009	STAYED	\$156,836.87	USD
RD145405754	TCS06940	43009L	4/30/2009	STAYED	\$250.00	USD
RD176258275	TCR17912	5109	5/1/2009	STAYED	\$31,740.00	USD

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FOR THE SOUTHERN DISTRICT OF NEW YORK**

_____)	Chapter 11
In re:)	
GENERAL MOTORS CORP., <i>et al.</i>)	Case No. 09-50026
)	(Jointly Administered)
Debtors.)	
_____)	

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2009, I caused the Appearance and Objection of Bay Logistics, Inc. to Proposed Cure Costs Contained in Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Non-Residential Real Property and (II) Cure Costs Related Thereto to be served via electronic mail upon all parties who receive electronic notice in this case pursuant to the Court's ECF filing system, and further, on June 12, 2009, to the parties so indicated below via first-class, postage prepaid U.S. mail:

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

Weil, Gotshal & Manges, LLP
Attn: Harvey R. Miller, Esq.
Stephen Karotkin, Esq.
Joseph H. Smolinsky, Esq.
767 Fifth Avenue
New York, NY 10153

The U.S. Treasury
Attn: Matthew Feldman, Esq.
1500 Pennsylvania Ave., NW, Room 2312
Washington D.C. 20220

Cadwalader, Wickersham & Taft, LLP
Attn: John J. Rapisardi, Esq.
One World Financial Center
New York, NY 10281

Vedder Price, P.C.
Attn: Michael J. Edelman, Esq.
Michael L. Schein, Esq.
1633 Broadway, 47th Floor
New York, NY 10019

The Office of the United States Trustee
For the Southern District of New York
Attn: Diana G. Adams, Esq.
33 Whitehall St., 21st Floor
New York, NY 10004

Official Committee Unsecured Creditors of
General Motors Corporation
Attn: Gordon Z. Novod
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036

June 15, 2009

/S/ Terry L. Zabel

Terry L. Zabel (P53798)
Rhoades McKee
161 Ottawa Ave., NW, Ste 600
Grand Rapids, MI 49503
tlzabel@rhoadesmckee.com
Telephone: (616) 235-3500
Facsimile: (616) 459-5102