

James A. Plemmons (*pro hac vice*)
Michael C. Hammer (*pro hac vice*)
DICKINSON WRIGHT PLLC
500 Woodward Ave., Suite 4000
Detroit, MI 48226
Tel: (313) 223-3500

Attorneys for Sabó USA, Inc.

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

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

**SABÓ USA, INC.’S LIMITED OBJECTION TO 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**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Sabó USA, Inc. (“Sabó”)¹, through its attorneys, Dickinson Wright PLLC, states as follows for its Objection:

1. On June 1, 2009, Debtors filed their *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 (the “Assumption Motion”).

2. On June 2, 2009, this Court entered its *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 “Order”).*

3. The Order established certain procedures pursuant to which the Debtors were to give affected parties notice that Debtors intended to assume their executory contracts and/or unexpired leases, as well as the amounts that the Debtors believed were required to “cure” defaults under those contracts and leases as required by 11 U.S.C. § 365(b) (the “Cure Procedures”).

4. On June 5, 2009, in accordance with the Cure Procedures, the Debtors filed and 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 (the “Cure Notice”)* on certain creditors. The Cure Notice advised that the Debtors maintained a secure website that contained information about contracts to be assumed and cure amounts that the Debtors believe will satisfy their obligations under 11 U.S.C. § 365(b).

Footnote continued from previous page ...

¹ Sabo Industria e Comercio de Autopecas Ltda., the parent company of Sabo USA, Inc., has submitted its own Limited Objection regarding contracts it has entered into directly with Debtors.

5. The secure website provided that Debtors intended to assume those contracts listed on Exhibit A printed out from the website (the "Executory Contracts") but failed to tender a cure amount to Sabó, as shown on the printout from the website attached as Exhibit B (the "Debtor's Cure Amount").

6. The secure website also failed to include the following contracts (the "Additional Contracts"): *

GM Contract ID 143M001G	Part # 24234254	Sabó Part #7521
GM Contract ID 143M001H	Part # 24234257	Sabó Part #7925

7. Although Sabó does not object to the assumption of the Executory Contracts *per se*, Sabó does object to Debtors failure to assume the Additional Contracts, and to the assumption of all its contracts to the extent Debtors fail to pay all cure amounts in full, as well as all related commercial claims. In addition, the cure amount must include all accrued, non-defaulted obligations and any other amount due through the Assumption Effective Date. According to present estimates, Sabó believes that the Debtors must pay an amount of no less than \$37,919.15. Detail and support for this cure amount are provided in attached Exhibit C.

8. Sabó objects to the assumption and assignment of the Executory Contracts and Additional Contracts unless Debtors pay the amount of no less than \$37,919.15 and provide adequate assurance of future performance.²

WHEREFORE Sabó respectfully requests that this Court find that the amount required to cure the existing defaults under the Executory Contracts is no less than \$37,919.15 and deny

² To the extent Debtors argue that Sabó's claims are subject to the cure dispute resolution process, Sabó objects that the Debtors should not have the right to determine unilaterally and without a strict deadline whether a given dispute is subject to alternative dispute resolution procedures, as this would allow Debtors to delay cure proceedings indefinitely.

the Debtors' assumption and assignment of the Executory Contracts and Additional Contracts unless this cure amount is promptly paid to Sabó.

Respectfully submitted,

DICKINSON WRIGHT PLLC

By: /s/ Michael C. Hammer
James A. Plemmons (*pro hac vice*)
Michael C. Hammer (*pro hac vice*)
500 Woodward Ave., Suite 4000
Detroit, MI 48226
Tel: (313) 223-3500
Email: jplemmons@dickinsonwright.com
Email: mhammer@dickinsonwright.com
Attorneys for Sabó USA, Inc.

Dated: June 15, 2009

ANNARBOR 26690-1 108114

EXHIBIT A

Exhibit A

Contract Notices

User: u4xn7R8c

[My Contracts](#) [Documents & Links](#)

Supplier Details

Vendor Master ID: ~~62~~
62162 P259

Supplier Name: SABO USA INC	Click here to view Contract Cure Amount Details
Contract Cure Amount: # of Contracts: 21	

Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Conti
5716-00477068	26VL0002	621628259	SABO USA INC	Blanket Order	<i>Noticed</i>
5716-00477069	26VL0004	621628259	SABO USA INC	Blanket Order	f ..
5716-00477070	26VL0008	621628259	SABO USA INC	Blanket Order	f ..
5716-00477071	26VL000G	621628259	SABO USA INC	Blanket Order	f ..
5716-00477072	26VL000H	621628259	SABO USA INC	Blanket Order	f ..
5716-00477073	26VL000J	621628259	SABO USA INC	Blanket Order	f ..
5716-00854646	1444001T	621628259	SABO USA INC	Agreement	f ..
5716-00854647	14440021	621628259	SABO USA INC	Agreement	f ..
5716-00854648	14440022	621628259	SABO USA INC	Agreement	f ..
5716-00854649	14440023	621628259	SABO USA INC	Agreement	f ..
5716-00854650	14440024	621628259	SABO USA INC	Agreement	f ..
5716-00946995	26VL0000	621628259	SABO USA INC	Agreement	f ..
5716-00946996	26VL0001	621628259	SABO USA INC	Agreement	f ..
5716-00946997	26VL0007	621628259	SABO USA INC	Blanket Order	f ..
5716-00946998	26VL0009	621628259	SABO USA INC	Blanket Order	f ..
5716-00946999	26VL000B	621628259	SABO USA INC	Blanket Order	f ..
5716-00947000	26VL000C	621628259	SABO USA INC	Blanket Order	f ..

5716-00947001	26VL000D	621628259	SABO USA INC	Blanket Order	Notice
5716-00947002	26VL000F	621628259	SABO USA INC	Blanket Order	..
5716-00947003	26VL000K	621628259	SABO USA INC	Blanket Order	..
5716-00947004	26VL000L	621628259	SABO USA INC	Blanket Order	..

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 or referred 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 they 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 execution of the contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

Home Logout

June 12, 2009 @ 12:29:57 PM

Copyright © 2009 Alkpartra

Exhibit B

Contract Notices

User: u4xn7R8c

[My Contracts](#) [Documents & Links](#)

Supplier Details

Vendor Master ID: ~~52~~
62162P259

Supplier Name: SABO USA INC
Contract Cure Amount:
of Contracts: 21

[Click here to view Contracts](#)

Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amc
------------	-----------	-----	---------------	----------	-----

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 incorpora 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 to 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 exact contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

Home Logout June 12, 2009 @ 12:33:39 PM Copyright © 2009 AllxPartne

SABO - SHIPMENTS FROM 0401st09 TO 0531st09 AND INVENTORY AS OF 0531st09 FOR GM

Open Shipments from Sabo NC to GM - between 0401st09 to 0531st09						\$37,919.15
BL# / ASN#	Customer/Plant	Inv.Date	part_no	supplier_part_no	Qty	Value USD
20316	GMPT KE	28-Apr-09	24234257	7925	840	\$644.14
20316	GMPT KE	28-Apr-09	24234254	7521	312	\$243.66
20517	GMPT KE	29-Apr-09	24234257	7925	840	\$644.14
20517	GMPT KE	29-Apr-09	24234254	7521	780	\$609.14
20717	GMPT KE	30-Apr-09	24234257	7925	840	\$644.14
20717	GMPT KE	30-Apr-09	24234254	7521	468	\$365.48
20817	GMPT 2N	1-May-09	24234257	7925	336	\$241.54
20817	GMPT 2N	1-May-09	24234254	7521	156	\$118.17
20917	GMPT KE	1-May-09	24234257	7925	672	\$483.09
20917	GMPT KE	1-May-09	24234254	7521	468	\$354.52
21018	GMPT KE	4-May-09	24234257	7925	672	\$483.09
21218	GMPT 39	5-May-09	24243627	8509	192	\$681.60
21118	GMPT KE	5-May-09	24234254	7521	312	\$236.35
21318	GMPT 2N	6-May-09	24234257	7925	168	\$120.77
21418	GMPT KE	6-May-09	24234257	7925	840	\$603.86
21418	GMPT KE	6-May-09	24234254	7521	468	\$354.52
21718	GMPT 39	7-May-09	24243627	8509	192	\$681.60
21818	GMPT 39	7-May-09	24243625	8507	336	\$1,276.80
21617	GMPT 2N	7-May-09	24234257	7925	672	\$483.09
21617	GMPT 2N	7-May-09	24234254	7521	156	\$118.17
21518	GMPT KE	7-May-09	24234257	7925	840	\$603.86
21518	GMPT KE	7-May-09	24234254	7521	468	\$354.52
22118	GMPT 39	8-May-09	24243626	8508	16	\$44.00
22118	GMPT 39	8-May-09	24243624	8511	64	\$124.80
22018	GMPT 2N	8-May-09	24234257	7925	336	\$241.54
22018	GMPT 2N	8-May-09	24234254	7521	156	\$118.17
21918	GMPT KE	8-May-09	24234257	7925	840	\$603.86
21918	GMPT KE	8-May-09	24234254	7521	468	\$354.52
22419	GMPT 2N	11-May-09	24234257	7925	336	\$241.54
22419	GMPT 2N	11-May-09	24234254	7521	156	\$118.17
22319	GMPT KE	11-May-09	24234257	7925	1176	\$845.41
22319	GMPT KE	11-May-09	24234254	7521	624	\$472.69
22519	GMPT 2N	12-May-09	24234257	7925	672	\$483.09
22519	GMPT 2N	12-May-09	24234254	7521	780	\$590.86
22619	GMPT KE	12-May-09	24234257	7925	672	\$483.09
22619	GMPT KE	12-May-09	24234254	7521	624	\$472.69
22819	GMPT 2N	13-May-09	24234257	7925	504	\$362.32
22819	GMPT 2N	13-May-09	24234254	7521	312	\$236.35
22719	GMPT KE	13-May-09	24234257	7925	840	\$603.86
22719	GMPT KE	13-May-09	24234254	7521	468	\$354.52
22218	GMPT 39	14-May-09	24243625	8507	192	\$729.60
23119	GMPT 2N	14-May-09	24234257	7925	336	\$241.54
23119	GMPT 2N	14-May-09	24234254	7521	312	\$236.35
23219	GMPT KE	14-May-09	24234257	7925	840	\$603.86
23219	GMPT KE	14-May-09	24234254	7521	468	\$354.52
23319	GMPT 2N	15-May-09	24234257	7925	336	\$241.54
23319	GMPT 2N	15-May-09	24234254	7521	312	\$236.35
23419	GMPT KE	15-May-09	24234257	7925	840	\$603.86
23419	GMPT KE	15-May-09	24234254	7521	468	\$354.52
23520	GMPT 2N	18-May-09	24234257	7925	336	\$241.54
23620	GMPT KE	18-May-09	24234257	7925	168	\$120.77
23620	GMPT KE	18-May-09	24234254	7521	156	\$118.17
23920	GMPT KE	19-May-09	24234257	7925	672	\$483.09
23920	GMPT KE	19-May-09	24234254	7521	468	\$354.52
23820	GMPT 2N	20-May-09	24234257	7925	672	\$483.09
23820	GMPT 2N	20-May-09	24234254	7521	312	\$236.35

23720	GMPT 39	20-May-09	24243625	8507	720	\$2,736.00
23720	GMPT 39	20-May-09	24243627	8509	128	\$454.40
23720	GMPT 39	20-May-09	24243623	8510	96	\$296.64
23720	GMPT 39	20-May-09	24230715	7778	360	\$262.80
24020	GMPT 2N	21-May-09	24234257	7925	336	\$241.54
24020	GMPT 2N	21-May-09	24234254	7521	156	\$118.17
24120	GMPT 2N	22-May-09	24234257	7925	336	\$241.54
24120	GMPT 2N	22-May-09	24234254	7521	156	\$118.17
24220	GMPT KE	22-May-09	24234257	7925	840	\$603.86
24220	GMPT KE	22-May-09	24234254	7521	468	\$354.52
24320	GMPT 2N	25-May-09	24234257	7925	504	\$362.32
24320	GMPT 2N	25-May-09	24234254	7521	312	\$236.35
24420	GMPT KE	25-May-09	24234257	7925	840	\$603.86
24420	GMPT KE	25-May-09	24234254	7521	468	\$354.52
24521	GMPT KE	26-May-09	24234257	7925	1008	\$724.63
24521	GMPT KE	26-May-09	24234254	7521	936	\$709.04
24620	GMPT 39	26-May-09	24243623	8510	288	\$889.92
24721	GMPT 2N	27-May-09	24234257	7925	336	\$241.54
24721	GMPT 2N	27-May-09	24234254	7521	156	\$118.17
24821	GMPT KE	27-May-09	24234257	7925	672	\$483.09
24821	GMPT KE	27-May-09	24234254	7521	312	\$236.35
24921	GMPT 2N	28-May-09	24234257	7925	336	\$241.54
24921	GMPT 2N	28-May-09	24234254	7521	156	\$118.17
25021	GMPT KE	28-May-09	24234257	7925	840	\$603.86
25021	GMPT KE	28-May-09	24234254	7521	468	\$354.52
25221	GMPT 2N	29-May-09	24234257	7925	504	\$362.32
25221	GMPT 2N	29-May-09	24234254	7521	156	\$118.17
25321	GMPT KE	29-May-09	24234257	7925	840	\$603.86
25321	GMPT KE	29-May-09	24234254	7521	624	\$472.69
25121	GMPT 39	29-May-09	24243625	8507	14	\$53.20
25121	GMPT 39	29-May-09	24243627	8509	64	\$227.20
25121	GMPT 39	29-May-09	24243623	8510	374	\$1,155.66
21118	GMPT KE	5-May-09	24234257	7925	672	\$483.09