

WINDELS, MARX, LANE & MITTENDORF, LLP
156 West 56th Street
New York, New York 10019
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Fax: 212-262-1215
Attorney appearing: Leslie S. Barr (lbarr@windelsmarx.com)

- and -

Stephen J. Moriarty, Esq. (smoriarty@fellerssnider.com)
FELLERS SNIDER BLANKENSHIP
BAILEY & TIPPENS, PC
100 North Broadway, Suite 1700
Oklahoma City, OK 73102
Tel. 405-232-0621
Fax. 405-232-9659

Co-Counsel to Western Flyer Express, Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re

GENERAL MOTORS CORP., et al.,

Debtors.

-----X

Chapter 11

Case No. 09-50026 (REG)
(Jointly Administered)

**LIMITED OBJECTION OF
WESTERN FLYER EXPRESS, INC. TO THE 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**

**TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:**

Western Flyer Express, Inc. ("Western"), by its undersigned counsel, hereby objects on a limited basis ("Objection") to the 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 dated June 6, 2009

("Notice"). Western objects to the Notice because it does not accurately state the Cure Amount¹ due to Western. In further support of its Objection, Western respectfully states as follows:

Background

1. On June 1, 2009 ("Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11, United States Code, 11 U.S.C. §§ 101 et seq. ("Bankruptcy Code").

2. On June 1, 2009, GM also filed a motion seeking an order approving bidding procedures to sell substantially all of its assets, which included a procedure for the Debtors' assumption and assignment of executory contracts (Docket No. 92) ("Procedures Motion").

3. On June 2, 2009, the Court granted the Procedures Motion with respect to the sale procedures, including the procedure for assuming and assigning contracts to Vehicle Acquisition Holdings LLC or the ultimate purchaser of the Debtors' assets (Docket No. 274) ("Procedures Order"). The Procedures Order required the Debtors to send notice advising each contract counterparty that it is party to an Assumable Executory Contract and the Cure Amount related thereto.

4. On June 8, 2009, Western received the Notice dated June 6, 2009 provided for in the Procedures Order. According to the Notice, parties have ten days from the date of the Notice to object to the assumption and assignment of any Assumable Executory Contract proposed to be assumed and assigned or to the Cure Amount proposed to be paid with respect thereto.

5. Attached to the Notice is a user identification number and password to be used by Western on the designated website ("Web Site") to view which contract has been designated an Assumable Contract by the Debtors and the Cure Amount with respect to such contract.

6. Pursuant to the Web Site, the following are Assumable Executory Contracts to which Western is a counterparty: GM-00011489 ("Western Contract"). At the Web Site, the

¹ Capitalized terms not expressly defined herein have the meaning ascribed to them in the Notice.

Debtors set forth no information regarding the Cure Amount associated with the Western Contract. See Exhibit “A”. The Debtors have notified Western by email that the proposed cure amount is \$290,668.41. See Exhibit “B”.

7. Western asserts that it is owed \$335,788.00 in pre-petition Cure Amount. The detail substantiating Western’s claim is attached as Exhibit “C”.

Objections

8. Western objects to the Notice on the following grounds:

A. The Western Contract cannot be assumed without concurrent cure of all arrearages. “Section 365(b) of the executory contracts section of the [Bankruptcy] Code requires a debtor to cure pre-petition defaults as a precondition of assuming an executory contract.” *In re Stolz*, 315 F.3d 80, 86 (2d Cir. 2002). The pre-petition cure amount alleged by the Debtors to be owed to Western pursuant to the Western Contract is understated by \$35,099.59.

B. The Western Contract cannot be assumed or assigned without an adequate showing of future performance. 11 U.S.C. § 365(b)(1); *In re Luce Industries Inc.*, 14 B.R. 529 (S.D.N.Y. 1981) (court erred in allowing debtor to assume agreement without assurance by debtor that arrearages would be paid and that debtor could perform). Although adequate assurance of future performance may have been established in the Procedures Motion and other pleadings filed in this case as it relates to Western, the proposed assignee may not yet even be known, much less is its ability to perform established.

9. Western reserves its right to amend this Objection to include any additional facts as may be determined by its further investigation of the Notice and Western Contracts.

10. Any reply to this Objection should be served upon Fellers Snider Blankenship Bailey and Tippens, P.C., 100 N. Broadway, Suite 1700, Oklahoma City, OK 73102, Attention: Stephen J. Moriarty, Esq.

Memorandum of Law

11. Because the legal points and authorities upon which Western relies for purposes of this Objection are incorporated into the Objection, Western respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.

Reservation of Rights

12. Western reserves the right (a) to amend, supplement, or otherwise modify this Objection and all attachments and exhibits hereto as necessary or proper; and (b) to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Amount with respect to the proposed assumption and assignment of Western Contracts.

Conclusion

WHEREFORE, Western respectfully requests that the Court enter an Order (a) sustaining this Objection in its entirety and overruling the Notice to the extent it requests relief inconsistent with this Objection, and (b) providing Western with such other and further relief as is appropriate.

Dated: June 15, 2009

WINDELS, MARX, LANE & MITTENDORF, LLP

By: /s/ Leslie Barr
Leslie S. Barr (lbarr@windelsmarx.com)
156 West 56th Street
New York, New York 10019
Telephone: (212) 232-1000
Facsimile: (212) 262-1215

- and -

Stephen J. Moriarty, Esq.
(smoriarty@fellerssnider.com)
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BAILEY & TIPPENS, PC
100 North Broadway, Suite 1700
Oklahoma City, OK 73102
Tel. 405-232-0621
Fax. 405-232-9659

Attorneys for Western Flyer Express, Inc.

CERTIFICATE OF MAILING

I, GISELLE MENCIO, being at all times over 18 years of age, hereby certify that on June 15, 2009, a true and correct copy of the Objection of Western Flyer Express, Inc. to 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 Amounts Related Thereto was caused to be served by email upon all parties who receive electronic notice in this case pursuant to the Court's ECF filing system, and by U.S. mail to the parties so indicated on the attached service list below:

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

Joseph H. Smolinsky, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

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

Robert D. Wolford, Esq.
Miller, Johnson, Snell & Cumminskey, PLC
250 Monroe Ave., N.W., Suite 800
Grand Rapids, MI 49503

Harvey R. Miller, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Matthew Feldman, Esq.
U.S. Treasury
1500 Pennsylvania Ave., NW, Room 2312
Washington, DC 20220

Michael L. Schein, Esq.
Vedder Price, PC
1633 Broadway, 47th Floor
New York, NY 10019

Stephen Karotkin, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

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

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

/s/ Giselle Menció
GISELLE MENCIO

Sworn to before me this 15th day of June 2009

/s/ Maritza Segarra
Maritza Segarra
Notary Public, State of New York
No. 03-4652865
Qualified in Westchester County
Commission Expires December 31, 2009

Contract Notices

User: 4274j0M9



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

Supplier Details

Vendor Master ID: **968522771**

Supplier Name: WESTERN FLYER EXPRESS INC	Click here to view Contract Cure Amount Details
Contract Cure Amount:	
# of Contracts: 1	

Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status
5716-01056622	GM-00011489	968522771	WESTERN FLYER EXPRESS	Service Agreement	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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June 11, 2009 @ 04:38:51 PM

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Contract Notices

User: 427qj9M9



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Supplier Details

Vendor Master ID: **968522771**

Supplier Name: WESTERN FLYER EXPRESS INC Contract Cure Amount: # of Contracts: 1	Click here to view Contracts
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Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amount
<p>Important Notices:</p> <p>All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that in the sale motion.</p> <p>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.</p> <p>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.</p>					

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June 11, 2009 @ 04:40:46 PM

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WESTERN FLYER EXHIBIT "B"

April Spurgeon - Western Flyer Express, Inc.

From: Ron Stone - Western Flyer Express, Inc. [rstone@westernflyerexpress.com]
Sent: Thursday, June 11, 2009 10:39 AM
To: Randy Timms; April Spurgeon
Subject: FW: Cure Amount for GMSPO and Saturn SPO

-----Original Message-----

From: Johnroe, Kelly [mailto:JohnroeK@schneider.com]
Sent: Thursday, June 11, 2009 10:25 AM
To: Ron Stone - Western Flyer Express, Inc.
Subject: Cure Amount for GMSPO and Saturn SPO

Good Afternoon

Attached is your identified Cure Amount as of 9 Jun 2009. Please refer to the instructions within the letter your organization received from the US Southern District of New York. Please note that you have 10 days from the date of that letter to object to assignment or assumption of contract or the attached cure amount. Again, please refer to that document for the specific requirements.

Either Kelly Johnroe or Michael Kukiela will be following this email with a phone call to confirm receipt.

If you have further instructions, we have been instructed to provide you the following number to call:
 1.586.899.5442

GMSPO Cure Amount

SCAC	Carrier Name	In approved Status as of 6-10-2009	Citibank funding- May1st- May16 Gross \$	GMSPO co 1 TOTAL
WFLY	WESTERN FLYER EXPRESS	151,866.06	138,802.35	290,668.41

Saturn Cure Amount
\$0

Kelly Johnroe
 Account Purchasing Manager
 An Employee of Schneider Logistics, Inc
 Phone: 248-848-5807
 Fax: 920-403-9105
 Cell: 248-379-9093
 Email: johnroeK@schneider.com

34505 W. 12 Mile Rd.
 Suite 300
 Farmington Hills, MI 48331

6/12/2009

Western Flyer Express, Inc.
5220 S.W. 11th Street
Oklahoma City, OK 73128

GM Loads Hauled through May 31, 2009

Invoice date	Invoice #	Order #	SLI#	Invoiced amount	Paid Amount	Amount Owed
06/17/08	121488	64018	VG35033	\$2,601.76	\$0.00	\$2,601.76
06/24/08	121912	64205	VG67315	\$2,929.90	\$2,735.50	\$194.40
07/08/08	122621	64755	VH17798	\$2,747.20	\$0.00	\$2,747.20
07/22/08	123363	65445	VH94069	\$2,747.20	\$0.00	\$2,747.20
11/04/08	128789	71346	VV12920	\$2,068.82	\$1,993.82	\$75.00
11/10/08	129060	71356	VV07844	\$75.00	\$0.00	\$75.00
12/02/08	130460	R000462		\$825.00	\$0.00	\$825.00
12/09/08	130552	73037	VW82368	\$2,462.04	\$2,156.04	\$306.00
12/17/08	131136	73798	VY29317	\$2,275.45	\$2,250.45	\$25.00
12/22/08	131498	73866	VY41731	\$1,449.58	\$1,359.18	\$90.40
01/06/09	132114	74601	VY95647	\$2,081.61	\$0.00	\$2,081.61
01/06/09	132117	74610	VY97213	\$1,423.46	\$0.00	\$1,423.46
01/06/09	132118	74637	VY97621	\$406.68	\$0.00	\$406.68
01/06/09	132124	74673	WA00713	\$2,081.61	\$0.00	\$2,081.61
01/09/09	132302	R000470		\$425.00	\$0.00	\$425.00
01/19/09	133010	75370	WA44720	\$1,894.86	\$0.00	\$1,894.86
01/28/09	133371	76019	WC00519	\$1,530.08	\$0.00	\$1,530.08
01/29/09	133546	75803	VQ34651	\$1,770.34	\$0.00	\$1,770.34
02/24/09	135204	77738	WE35827	\$75.00	\$0.00	\$75.00
02/25/09	135234	75648	WA72661	\$1,588.48	\$0.00	\$1,588.48
02/25/09	135235	75649	WA72673	\$1,588.48	\$0.00	\$1,588.48
03/03/09	135589	77689	WE35688	\$2,014.98	\$1,999.36	\$15.62
03/10/09	136053	77858	WE50453	\$1,662.81	\$1,649.92	\$12.89
03/10/09	136054	78113	WE70434	\$1,662.81	\$1,649.92	\$12.89
03/10/09	136055	78114	WE70437	\$1,662.81	\$1,649.92	\$12.89
03/16/09	136308	79063	WF49126	\$397.68	\$0.00	\$397.68
03/20/09	136638	78196	WE77719	\$2,114.31	\$2,097.92	\$16.39
03/20/09	136641	78200	WE70586	\$2,156.88	\$2,140.16	\$16.72
03/31/09	137276	78928	WF36769	\$1,968.12	\$1,952.50	\$15.62
03/31/09	137280	79574	WF88888	\$832.26	\$826.44	\$5.82
03/31/09	137315	80135	WG24325	\$1,338.26	\$1,329.79	\$8.47
03/31/09	137316	80136	WG24331	\$2,376.50	\$2,364.25	\$12.25
03/31/09	137317	80151	WG27366	\$1,217.94	\$1,210.28	\$7.66
03/31/09	137318	80152	WG27367	\$397.68	\$395.88	\$1.80
03/31/09	137319	80232	WG28504	\$2,187.74	\$2,174.33	\$13.41
03/31/09	137320	80233	WG28528	\$2,000.14	\$1,989.03	\$11.11
04/07/09	137758	80514	WG49681	\$1,958.18	\$1,928.36	\$29.82
04/07/09	137772	80631	WG56421	\$403.08	\$397.68	\$5.40
04/07/09	137773	80632	WG57018	\$2,021.22	\$1,990.44	\$30.78
04/07/09	137774	80633	WG57026	\$2,031.07	\$2,000.14	\$30.93
04/07/09	137775	80699	WG61544	\$1,363.67	\$1,338.26	\$25.41
04/07/09	137776	80703	WG60340	\$611.05	\$592.90	\$18.15
04/07/09	137777	80724	WG61591	\$1,376.16	\$1,346.88	\$29.28
04/07/09	137778	80725	WG61937	\$2,021.22	\$0.00	\$2,021.22
04/09/09	138043	80668	WG59808	\$1,240.92	\$1,217.94	\$22.98
04/13/09	138205	80705	WG61677	\$403.08	\$397.68	\$5.40
04/21/09	138669	81151	WG82126	\$1,576.80	\$0.00	\$1,576.80

04/21/09	138685	81417	WH11771	\$1,971.97	\$1,376.16	\$595.81
04/21/09	138692	81457	WH14732	\$1,971.97	\$1,376.16	\$595.81
04/29/09	139292	81873	WH39049	\$1,967.72	\$1,376.16	\$591.56
04/29/09	139297	81890	WH44605	\$302.89	\$0.00	\$302.89
04/29/09	139302	81985	WH39414	\$2,156.88	\$0.00	\$2,156.88
04/29/09	139312	82051	WH54342	\$1,376.16	\$0.00	\$1,376.16
04/29/09	139316	82118	WH58577	\$403.08	\$0.00	\$403.08
05/04/09	139481	81987	WH45707	\$2,140.11	\$0.00	\$2,140.11
05/04/09	139485	82199	WH64982	\$1,576.80	\$0.00	\$1,576.80
05/04/09	139486	82200	WH65311	\$403.08	\$0.00	\$403.08
05/04/09	139487	82201	WH65451	\$2,031.07	\$0.00	\$2,031.07
05/04/09	139493	82326	WH71305	\$403.08	\$0.00	\$403.08
05/04/09	139494	82327	WH71315	\$1,971.97	\$0.00	\$1,971.97
05/04/09	139495	82331	WH72826	\$902.26	\$0.00	\$902.26
05/04/09	139496	82334	WH73161	\$611.05	\$0.00	\$611.05
05/04/09	139500	82363	WH73880	\$1,623.40	\$0.00	\$1,623.40
05/04/09	139501	82365	WH74152	\$2,031.07	\$0.00	\$2,031.07
05/04/09	139502	82369	WH70794	\$1,240.92	\$0.00	\$1,240.92
05/04/09	139503	82379	WH74470	\$2,081.07	\$0.00	\$2,081.07
05/04/09	139504	82385	WH76522	\$1,675.70	\$0.00	\$1,675.70
05/04/09	139505	82398	WH80166	\$1,294.38	\$0.00	\$1,294.38
05/04/09	139506	82400	WH78994	\$403.08	\$0.00	\$403.08
05/04/09	139507	82401	WH79628	\$1,993.64	\$0.00	\$1,993.64
05/04/09	139508	82402	WH80568	\$1,971.97	\$0.00	\$1,971.97
05/04/09	139509	82420	WH81155	\$1,240.92	\$0.00	\$1,240.92
05/04/09	139510	82443	WH82011	\$843.90	\$0.00	\$843.90
05/04/09	139511	82494	WH85143	\$403.08	\$0.00	\$403.08
05/04/09	139512	82495	WH86592	\$2,014.98	\$0.00	\$2,014.98
05/04/09	139513	82499	WH86237	\$1,961.96	\$0.00	\$1,961.96
05/04/09	139514	82508	WH85158	\$2,031.07	\$0.00	\$2,031.07
05/04/09	139516	82536	WH88350	\$2,401.00	\$0.00	\$2,401.00
05/04/09	139517	82545	WH78698	\$2,169.78	\$0.00	\$2,169.78
05/04/09	139518	82560	WH91523	\$1,233.26	\$0.00	\$1,233.26
05/04/09	139519	82584	WH73437	\$2,084.64	\$0.00	\$2,084.64
05/04/09	139520	82608	WH86447	\$2,149.68	\$0.00	\$2,149.68
05/04/09	139521	82609	WH92141	\$401.28	\$0.00	\$401.28
05/04/09	139522	82611	WH92151	\$1,425.20	\$0.00	\$1,425.20
05/04/09	139523	82632	WH93790	\$1,662.81	\$0.00	\$1,662.81
05/04/09	139524	82638	WH93252	\$1,286.39	\$0.00	\$1,286.39
05/04/09	139525	82641	WH93820	\$2,416.95	\$0.00	\$2,416.95
05/05/09	139711	82496	WH85613	\$75.00	\$0.00	\$75.00
05/05/09	139712	82497	WH85763	\$75.00	\$0.00	\$75.00
05/05/09	139722	82598	WH92223	\$1,961.96	\$0.00	\$1,961.96
05/12/09	140037	82418	WH81467	\$1,363.67	\$0.00	\$1,363.67
05/12/09	140038	82419	WH81483	\$403.08	\$0.00	\$403.08
05/12/09	140039	82498	WH86006	\$1,860.04	\$0.00	\$1,860.04
05/12/09	140040	82521	WH87535	\$403.08	\$0.00	\$403.08
05/12/09	140041	82610	WH93306	\$401.28	\$0.00	\$401.28
05/12/09	140042	82642	WH93881	\$611.05	\$0.00	\$611.05
05/12/09	140043	82643	WH93369	\$1,861.32	\$0.00	\$1,861.32
05/12/09	140044	82689	WH97946	\$401.28	\$0.00	\$401.28
05/12/09	140045	82691	WH99458	\$1,425.20	\$0.00	\$1,425.20

05/12/09	140046	82693	WH99999	\$1,957.96	\$0.00	\$1,957.96
05/12/09	140047	82700	WK00015	\$1,999.36	\$0.00	\$1,999.36
05/12/09	140048	82703	WK00337	\$843.90	\$0.00	\$843.90
05/12/09	140049	82717	WK00519	\$605.00	\$0.00	\$605.00
05/12/09	140050	82721	WK00746	\$401.28	\$0.00	\$401.28
05/12/09	140051	82735	WK01029	\$2,401.00	\$0.00	\$2,401.00
05/12/09	140052	82736	WK00709	\$1,355.20	\$0.00	\$1,355.20
05/12/09	140053	82763	WK03944	\$1,662.81	\$0.00	\$1,662.81
05/12/09	140054	82764	WK04258	\$1,233.26	\$0.00	\$1,233.26
05/12/09	140055	82792	WK04821	\$401.28	\$0.00	\$401.28
05/12/09	140056	82793	WK06608	\$1,957.96	\$0.00	\$1,957.96
05/12/09	140057	82794	WK06619	\$2,020.76	\$0.00	\$2,020.76
05/12/09	140058	82804	WK07225	\$1,355.20	\$0.00	\$1,355.20
05/12/09	140059	82856	WK11946	\$1,286.39	\$0.00	\$1,286.39
05/12/09	140061	82885	WK07668	\$1,644.44	\$0.00	\$1,644.44
05/12/09	140062	82887	WK12063	\$401.28	\$0.00	\$401.28
05/12/09	140063	82890	WK13865	\$2,416.95	\$0.00	\$2,416.95
05/12/09	140064	82892	WK14224	\$1,355.20	\$0.00	\$1,355.20
05/12/09	140065	82899	WK13871	\$401.28	\$0.00	\$401.28
05/12/09	140066	82930	WK18235	\$1,233.26	\$0.00	\$1,233.26
05/12/09	140067	82940	WK18983	\$401.28	\$0.00	\$401.28
05/12/09	140068	82941	WK18997	\$1,366.40	\$0.00	\$1,366.40
05/12/09	140069	82942	WK19009	\$1,425.20	\$0.00	\$1,425.20
05/12/09	140070	82944	WK07906	\$2,140.16	\$0.00	\$2,140.16
05/12/09	140071	82947	WK15456	\$1,251.46	\$0.00	\$1,251.46
05/12/09	140072	82963	WK06604	\$2,140.16	\$0.00	\$2,140.16
05/12/09	140073	83009	WK15820	\$843.90	\$0.00	\$843.90
05/12/09	140074	83013	WK14859	\$401.28	\$0.00	\$401.28
05/12/09	140075	83014	WK21715	\$2,523.50	\$0.00	\$2,523.50
05/12/09	140076	83016	WK21423	\$1,971.42	\$0.00	\$1,971.42
05/12/09	140077	83027	WK22162	\$2,359.28	\$0.00	\$2,359.28
05/12/09	140078	83040	WK25334	\$401.28	\$0.00	\$401.28
05/12/09	140079	83051	WK25683	\$401.28	\$0.00	\$401.28
05/12/09	140080	83055	WK25713	\$1,251.46	\$0.00	\$1,251.46
05/12/09	140082	83102	WK26644	\$2,398.88	\$0.00	\$2,398.88
05/12/09	140083	83105	WK26807	\$1,366.40	\$0.00	\$1,366.40
05/13/09	140358	82816	WK06119	\$1,216.66	\$0.00	\$1,216.66
05/13/09	140385	83080	WK26765	\$749.08	\$0.00	\$749.08
05/15/09	140770	81977	WH40686	\$2,169.78	\$0.00	\$2,169.78
05/15/09	140773	82329	WH72998	\$1,576.80	\$0.00	\$1,576.80
05/15/09	140774	82330	WH72999	\$1,576.80	\$0.00	\$1,576.80
05/15/09	140776	82404	WH79259	\$1,576.80	\$0.00	\$1,576.80
05/15/09	140777	82523	WH86321	\$1,518.40	\$0.00	\$1,518.40
05/15/09	140778	82525	WH86322	\$1,518.40	\$0.00	\$1,518.40
05/15/09	140779	82526	WH86323	\$1,518.40	\$0.00	\$1,518.40
05/15/09	140782	82403	WH79255	\$1,576.80	\$0.00	\$1,576.80
05/15/09	140783	82522	WH86320	\$1,518.40	\$0.00	\$1,518.40
05/15/09	140784	82533	WH80276	\$2,169.78	\$0.00	\$2,169.78
05/15/09	140785	82688	WH88656	\$2,114.31	\$0.00	\$2,114.31
05/15/09	140786	82943	WK15700	\$2,097.92	\$0.00	\$2,097.92
05/15/09	140787	83074	WK07826	\$2,152.96	\$0.00	\$2,152.96
05/15/09	140788	83379	WK40383	\$2,068.48	\$0.00	\$2,068.48

05/15/09	140789	83383	WK40449	\$2,140.16	\$0.00	\$2,140.16
05/15/09	140790	83387	WK46498	\$2,152.96	\$0.00	\$2,152.96
05/15/09	140791	83388	WK46581	\$2,140.16	\$0.00	\$2,140.16
05/15/09	140792	83399	WK48195	\$2,152.96	\$0.00	\$2,152.96
05/15/09	140794	82962	WK20891	\$605.00	\$0.00	\$605.00
05/15/09	140795	83008	WK15972	\$1,662.81	\$0.00	\$1,662.81
05/15/09	140796	83039	WK25192	\$1,558.48	\$0.00	\$1,558.48
05/15/09	140797	83059	WK25956	\$1,999.36	\$0.00	\$1,999.36
05/15/09	140798	83112	WK27019	\$1,355.20	\$0.00	\$1,355.20
05/15/09	140799	83139	WK32430	\$401.28	\$0.00	\$401.28
05/15/09	140800	83140	WK32472	\$2,020.76	\$0.00	\$2,020.76
05/15/09	140801	83150	WK33289	\$843.90	\$0.00	\$843.90
05/15/09	140802	83176	WK34326	\$605.00	\$0.00	\$605.00
05/15/09	140803	83177	WK34266	\$401.28	\$0.00	\$401.28
05/15/09	140804	83180	WK33318	\$1,286.39	\$0.00	\$1,286.39
05/15/09	140805	83200	WK34933	\$2,070.36	\$0.00	\$2,070.36
05/15/09	140806	83208	WK32260	\$573.00	\$0.00	\$573.00
05/15/09	140807	83243	WK38608	\$401.28	\$0.00	\$401.28
05/15/09	140808	83251	WK38984	\$2,401.00	\$0.00	\$2,401.00
05/15/09	140809	83252	WK35153	\$843.90	\$0.00	\$843.90
05/15/09	140810	83253	WK38850	\$1,524.88	\$0.00	\$1,524.88
05/15/09	140811	83265	WK39828	\$401.28	\$0.00	\$401.28
05/15/09	140812	83297	WK41721	\$1,999.36	\$0.00	\$1,999.36
05/15/09	140813	83319	WK45892	\$1,233.26	\$0.00	\$1,233.26
05/15/09	140814	83330	WK47478	\$2,398.88	\$0.00	\$2,398.88
05/15/09	140815	83331	WK47178	\$403.08	\$0.00	\$403.08
05/15/09	140816	83351	WK48730	\$1,558.48	\$0.00	\$1,558.48
05/15/09	140817	83354	WK48906	\$843.90	\$0.00	\$843.90
05/15/09	140818	83377	WK49769	\$2,070.36	\$0.00	\$2,070.36
05/15/09	140819	83392	WK49045	\$401.28	\$0.00	\$401.28
05/15/09	140820	83397	WK48882	\$1,376.16	\$0.00	\$1,376.16
05/15/09	140821	83398	WK48889	\$2,021.22	\$0.00	\$2,021.22
05/15/09	140822	83417	WK53282	\$1,233.26	\$0.00	\$1,233.26
05/15/09	140823	83426	WK54080	\$1,355.20	\$0.00	\$1,355.20
05/15/09	140824	83437	WK54637	\$2,398.08	\$0.00	\$2,398.08
05/15/09	140825	83438	WK54639	\$2,398.08	\$0.00	\$2,398.08
05/15/09	140826	83439	WK54642	\$2,398.08	\$0.00	\$2,398.08
05/15/09	140827	83440	WK55029	\$2,413.25	\$0.00	\$2,413.25
05/15/09	140828	83441	WK46078	\$1,355.20	\$0.00	\$1,355.20
05/15/09	140829	83477	WK54165	\$401.28	\$0.00	\$401.28
05/15/09	140830	83478	WK54177	\$2,020.76	\$0.00	\$2,020.76
05/15/09	140831	83480	WK54422	\$403.08	\$0.00	\$403.08
05/15/09	140832	83535	WK59950	\$1,294.38	\$0.00	\$1,294.38
05/15/09	140833	83536	WK59484	\$403.08	\$0.00	\$403.08
05/15/09	140834	83538	WK60402	\$2,031.07	\$0.00	\$2,031.07
05/15/09	140835	83556	WK58759	\$2,398.08	\$0.00	\$2,398.08
05/15/09	140836	83571	WK60859	\$1,376.16	\$0.00	\$1,376.16
05/15/09	140837	83572	WK60860	\$1,376.16	\$0.00	\$1,376.16
05/15/09	140838	83573	WK60879	\$2,021.22	\$0.00	\$2,021.22
05/15/09	140839	83575	WK60910	\$403.08	\$0.00	\$403.08
05/15/09	140840	83076	WK07786	\$2,152.96	\$0.00	\$2,152.96
05/15/09	140841	83318	WK43734	\$1,662.81	\$0.00	\$1,662.81

05/15/09	140842	83414	WK51626	\$1,662.81	\$0.00	\$1,662.81
05/15/09	140843	83472	WK55649	\$1,363.67	\$0.00	\$1,363.67
05/15/09	140844	83481	WK55661	\$611.05	\$0.00	\$611.05
05/15/09	140845	83558	WK58763	\$3,834.32	\$0.00	\$3,834.32
05/15/09	140846	83626	WK40965	\$2,140.16	\$0.00	\$2,140.16
05/15/09	140847	83646	WK68267	\$1,363.67	\$0.00	\$1,363.67
05/15/09	140848	83659	WK65794	\$403.08	\$0.00	\$403.08
05/15/09	140849	83662	WK73530	\$2,435.40	\$0.00	\$2,435.40
05/15/09	140850	83696	WK68975	\$753.71	\$0.00	\$753.71
05/15/09	140851	83733	WK73710	\$1,869.53	\$0.00	\$1,869.53
05/15/09	140852	83761	WK74753	\$1,363.67	\$0.00	\$1,363.67
05/15/09	140853	83777	WK71875	\$1,240.92	\$0.00	\$1,240.92
05/15/09	140854	83769	WK72527	\$403.08	\$0.00	\$403.08
05/15/09	140855	83779	WK74129	\$2,123.82	\$0.00	\$2,123.82
05/15/09	140856	83781	WK72532	\$1,980.99	\$0.00	\$1,980.99
05/15/09	140857	83782	WK72539	\$2,094.84	\$0.00	\$2,094.84
05/15/09	140922	81447	WH13121	\$75.00	\$0.00	\$75.00
05/15/09	140923	81448	WH13122	\$75.00	\$0.00	\$75.00
05/15/09	140924	81449	WH13124	\$75.00	\$0.00	\$75.00
05/27/09	141132	83793	WK75195	\$2,413.25	\$0.00	\$2,413.25
05/27/09	141133	83812	WK74197	\$849.72	\$0.00	\$849.72
05/27/09	141134	83813	WK75029	\$2,014.98	\$0.00	\$2,014.98
05/27/09	141137	83844	WK81016	\$1,376.16	\$0.00	\$1,376.16
05/27/09	141138	83845	WK75070	\$403.08	\$0.00	\$403.08
05/27/09	141139	83846	WK80941	\$403.08	\$0.00	\$403.08
05/27/09	141141	83890	WK84010	\$2,081.07	\$0.00	\$2,081.07
05/27/09	141142	83906	WK73568	\$2,169.78	\$0.00	\$2,169.78
05/27/09	141144	83910	WK81552	\$2,114.31	\$0.00	\$2,114.31
05/27/09	141145	83937	WK87805	\$1,240.92	\$0.00	\$1,240.92
05/27/09	141146	83938	WK88589	\$1,435.38	\$0.00	\$1,435.38
05/27/09	141147	83940	WK88607	\$2,021.22	\$0.00	\$2,021.22
05/27/09	141148	83986	WK91335	\$849.72	\$0.00	\$849.72
05/27/09	141150	84009	WK89039	\$403.08	\$0.00	\$403.08
05/27/09	141151	84049	WK97076	\$2,081.07	\$0.00	\$2,081.07
05/27/09	141152	84059	WK96008	\$403.08	\$0.00	\$403.08
05/27/09	141153	84060	WK96018	\$1,376.16	\$0.00	\$1,376.16
06/02/09	141663	83941	WK88558	\$611.05	\$0.00	\$611.05
06/02/09	141664	84033	WK95441	\$1,532.66	\$0.00	\$1,532.66
06/02/09	141665	84061	WK97255	\$1,376.16	\$0.00	\$1,376.16
06/02/09	141666	84072	WK96535	\$1,363.67	\$0.00	\$1,363.67
06/02/09	141667	84090	WK97643	\$403.08	\$0.00	\$403.08
06/02/09	141668	84149	WM05199	\$1,240.92	\$0.00	\$1,240.92
06/02/09	141669	84151	WM05870	\$2,413.25	\$0.00	\$2,413.25
06/02/09	141671	84164	WM06324	\$611.05	\$0.00	\$611.05
06/02/09	141675	84173	WM06965	\$1,294.38	\$0.00	\$1,294.38
06/02/09	141679	84276	WM15209	\$2,081.07	\$0.00	\$2,081.07
06/02/09	141680	84278	WM12423	\$403.08	\$0.00	\$403.08
06/02/09	141681	84279	WM12429	\$403.08	\$0.00	\$403.08
06/02/09	141682	84289	WM15585	\$2,014.98	\$0.00	\$2,014.98
06/02/09	141683	84316	WM19424	\$1,885.29	\$0.00	\$1,885.29
06/02/09	141684	84317	WM19365	\$1,240.92	\$0.00	\$1,240.92
06/02/09	141685	84344	WM22015	\$2,091.78	\$0.00	\$2,091.78

06/05/09	141785	83925	WK82466	\$2,194.78	\$0.00	\$2,194.78
06/05/09	141786	83926	WK73527	\$2,165.11	\$0.00	\$2,165.11
06/09/09	142057	84144	WK97823	\$1,688.59	\$0.00	\$1,688.59
06/09/09	142060	84403	WM22490	\$1,372.14	\$0.00	\$1,372.14
					Total Due	\$325,788.00