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Attorney for Shambaugh & Son, L.P.

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

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

**LIMITED OBJECTION TO 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**

Shambaugh & Son, L.P. (hereinafter "Shambaugh"), by its counsel Baker & Daniels LLP, for its limited objection to Debtors' 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 (hereafter the "Notice"), states that:

Procedural Status

1. Debtors filed their Notice seeking to assume and assign certain executory contracts and/or leases on June 5, 2009, and it was received by Shambaugh on or about June 8, 2009. Objections to the motion are due on or about June 15, 2009.

Nature of Objection

2. Shambaugh objects to the cure amount stated in the attached Exhibit 1 for GM Contract I.D. TTS32028 for the reason that the combined cure amount provided for by Debtor is \$54,362.40, whereas the correct amount should be \$59,937.00. Thus, the stated cure amount should be increased by \$5,574.60.

3. Shambaugh objects to the motion in that GM Contract I.D. GMS18977 is omitted. The counter-party name applicable to this claim is Shambaugh & Son, L.P., vendor I.D. 005552187, and the contract type is an "Agreement." The cure amount should be \$34,113.24.

BASIS OF OBJECTION

4. With respect to GM Contract I.D. TTS32028, GM improperly withheld a "retention" amount on the final payment of retention from this project and, therefore, improperly withheld the sum of \$5,074.60, that remains due to Shambaugh.

5. GM Contract I.D. GMS18977 relates to the GM Toledo West Pump House as do the other listed contracts, but GMS18977 was inadvertently omitted from the list of agreements to be assumed and assigned and with respect to this agreement, a cure payment is due Shambaugh in the sum of \$34,113.24.

WHEREFORE, having submitted its limited objection Shambaugh requests that the Debtor enter into negotiations to reach an "Assumption Resolution Stipulation" and failing that, requests that the Court order Debtor to amend its Schedules of Assumed Contracts and Leases to accurately reflect the contracts and amounts stated herein.

Dated: June 15, 2009

Fort Wayne, Indiana

Baker & Daniels LLP

/s/John R Burns

John R Burns (IN Bar No. 3016-02)

(*Pro Hac Vice Motion* pending)

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Attorney for Shambaugh & Son, L.P.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document has been served via electronic notification or via U.S. Mail, on this 15th day of June, 2009, upon the following:

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/s/John R Burns

Contract Notices

User: 1dUf953r

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Supplier Details

Vendor Master ID: 01

Supplier Name: **EMCOR GROUP INC**
Contract Cure Amount: **\$62,884.40**
of Contracts: 7

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

Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Conti
5716-00086985	TTS32028	005552187	SHAMBAUGH & SON LP	Agreement	Notice
5716-00092756	TCS26273	194908083	PACE MECHANICAL SERVICES INC	Agreement	NA
5716-00105523	GMB05753	005552187	SHAMBAUGH & SON LP	Blanket Order	NA
5716-00105524	GMB05753	005552187	SHAMBAUGH & SON LP	Blanket Order	NA
5716-00105525	GMB05753	005552187	SHAMBAUGH & SON LP	Blanket Order	NA
5716-00105526	GMB05753	005552187	SHAMBAUGH & SON LP	Blanket Order	NA
5716-00125853	N552229	249107616	COMSTOCK CANADA LTD	Agreement	NA

[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.

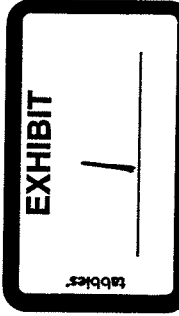
Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated or referenced in such purchase order.

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.

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Supplier Details

Vendor Master ID: 01

Supplier Name: **EMCOR GROUP INC**
Contract Cure Amount: **\$62,884.40**
of Contracts: **7**

[Click here to view Contracts](#)

Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amo
RD005552187	TTS32028	31040001	3/30/2009	STAYED	\$50,177,440
RD005552187	TTS32028	21133003	5/14/2009	STAYED	\$4,191,000
RD194908083	TCS26273	14912495	4/16/2009	STAYED	\$8,522,000

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