

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF:

GENERAL MOTORS CORP, *et al.*,

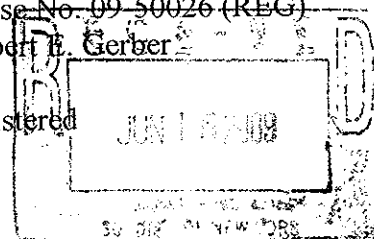
Debtors.

Bankruptcy Case No. 09-50026 (REG)

Honorable Robert H. Gerber

Chapter 11

Jointly Administered



**MCM MANAGEMENT CORP., INC.'S OBJECTION TO NOTICE OF (I)  
DEBTOR'S 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**

MCM Management Corp., Inc. ("Creditor"), by and through its counsel McAlpine & Associates, P.C., respectfully files this objection to the Notice of Intent to Assume and Assign Certain Contracts and Cure Costs Related Thereto ("Notice"):

1. On June 1, 2009 ("Petition Date") General Motors Corp, *et al.* ("Debtors") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code").
2. On June 1, 2009 Debtors filed a motion pursuant to 11 U.S.C. § 365 for an order authorizing the assumption and assignment of certain executory contracts and unexpired leases (the "Motion").
3. In the Motion, Debtors ask this Court to approve their proposed sale of substantially all of their assets to Vehicle Acquisition Holdings LLC ("Purchaser"). They also ask the Court to approve procedures for assuming and assigning contracts to Purchaser.
4. Debtors served a Notice dated June 5, 2009 upon Creditor, indicating their intent to assume and assign certain executory contracts ("Creditor's Designated Agreements") that exist between Creditor and debtor General Motors Corp. ("GM"). More specifically, Debtors have identified Purchase Order No. GMS23512 and Purchase Order No. BGS52642.

5. Debtors appear to contend that the sum of \$33,988.95 is required to be paid to cure their obligations under P.O. No. GMS23512, and nothing is required to cure their obligations under P.O. No. BGS52642.

6. Accordingly, in order to assume and assign the Creditor's Designated Agreements, Debtors contend that a total of \$33,988.95 is due. This cure amount was listed on Debtors' website and is attached hereto as **Exhibit A**.

7. The cure payment that in fact is required for P.O. No. GMS23512 is \$584,689. This reflects not only the \$33,988.95 that Debtors claim to be the cure amount, but also substantial cost overruns and delay costs due to GM's actions and inactions.

8. Specifically, GM hindered Creditor's timely advancement of that contract, which involved the demolition of a GM plant in Lansing, Michigan. GM failed to provide a required site grading plan; it required that Creditor remove concrete footings (although the contract only calls for slab removal); and it required that Creditor install a green belt around the project, which is not covered by the contract. To date, the contract remains incomplete due to GM's delays and additional work demands.

9. Prior to the commencement of this action, Creditor informed GM of its contract claims. Exhibit B includes the calculations supporting Creditor's claim under P.O. No. GMS23512, together with a Claim of Lien filed pursuant to it. Further support for Creditor's claim is available at the undersigned counsel's office.

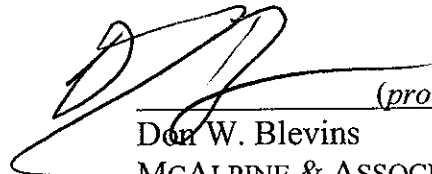
10. Creditor's Designated Agreements cannot be assumed without the concurrent cure of all arrearages. 11 U.S.C. § 365(b) requires a debt to cure pre-petition defaults as a precondition of assuming an executory contract." *In re Stoltz*, 315 F.3d 80, 86 (2<sup>nd</sup> Cir. 2002).

11. Before Debtors can assume and assign the Creditor's Designated Agreements, Debtors must cure the entire arrearage owed to Creditor.

12. The amount set forth in paragraph 7 is the pre-petition amount owed on P.O. No. GMS23512. There may, however, be additional cure obligations arising from any post-petition defaults, pending the actual assumption and assignment of the Creditor's Designated Agreement. Accordingly, Creditor reserves the right to assert additional cures or other amounts against Debtors, their estates, or the Purchaser in the event of any post-petition (but pre-assumption) defaults.

**WHEREFORE**, Creditor MCM Contractors Cop., Inc., respectfully requests that, prior to the assumption and assignment of P.O. No. GMS23512, the Court require the amount of cure payment to be increased to \$584,689.

Respectfully submitted,

  
*(pro hac pending)*

Don W. Blevins  
MCALPINE & ASSOCIATES, P.C.  
3201 University Drive, Suite 100  
Auburn Hills, MI 48326  
(248) 373-3700  
[dwblevins@mcaldpinelawfirm.com](mailto:dwblevins@mcaldpinelawfirm.com)

Dated: June 12, 2009

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

**IN THE MATTER OF:**

GENERAL MOTORS CORP, *et al.*,

Debtors.

Bankruptcy Case No. 09-50026 (REG)

Honorable Robert E. Gerber

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**PROOF OF SERVICE**

Don W. Blevins certifies that on the 12<sup>th</sup> day of June, 2009 that a copy of **MCM Management Corp., Inc.'s Objection to the Notice of Debtors' Intent to Assume and Assign Certain Executory Contracts and Cure Costs Related Thereto** and this **Proof of Service** was served upon all parties listed below, electronically and/or by depositing same in a United States Postal Box located in Auburn Hills, Michigan, with postage fully prepaid thereon.

**Office of the United States Trustee**

Attn: Diana G. Adams, Esq.  
33 Whitehall Street  
21<sup>st</sup> Floor  
New York, NY 10004

**General Motors Corporation**

Attn: Warren Command Center,  
Mailcode 480-206-114  
Cadillac Building  
30009 Van Dyke Avenue  
Warren Michigan 48090-9025

**Weil, Gotshal & Manges, LLP**

Attn: Harvey Miller, Esq.  
Stephen Karotkin, Esq.  
Joseph H. Smolinsky, Esq.  
767 Fifth Avenue  
New York, NY 10153  
*Attorney for the Debtors*

**Cadwalader, Wickersham & Taft LLP**

Attn: John Rapisardi, Esq.  
One World Financial Center  
New York, New York 10281  
*Attorney for Purchaser*

**Cleary Gottlieb Steen & Hamilton LLP**

Attn: James L. Bromley, Esq.  
One Liberty Plaza  
New York, New York 10006  
*Attorney for UAW*

**Vedder Price, P.C.**

Attn: Michael J. Edelman, Esq.  
Michael L. Schein, Esq.  
1633 Broadway  
47<sup>th</sup> Floor  
New York, New York 10019  
*Attorneys for Export Development Canada*

**U.S. Treasury**

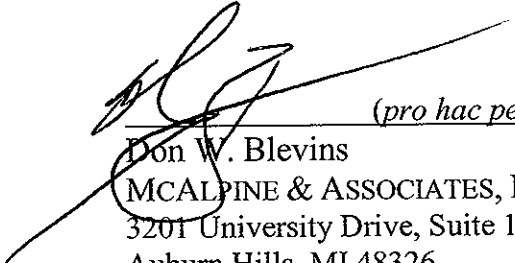
Attn: Matthew Feldman, Esq.  
1500 Pennsylvania Avenue NW  
Room 2312  
Washington, D.C. 20220

**Cowen Weiss and Simon LLP**

Attn: Babette Ceccotti, Esq.  
330 W. 42<sup>nd</sup> St  
New York, New York  
*Attorney for UAW*

**U.S. Attorney's Office**  
S.D.N.Y.  
Attn: David S. Jones, Esq.  
Matthew L. Schwartz, Esq.  
86 Chambers Street, Third Floor  
New York, New York 10007

**Kramer Levin Naftalis & Frankel LLP**  
Attn: Gordon Z. Novod, Esq.  
1177 AVENUE OF THE AMERICAS  
New York, NY 10036  
*Attorney for Creditors Committee*



*(pro hac pending)*

Don W. Blevins  
MCALPINE & ASSOCIATES, P.C.  
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Auburn Hills, MI 48326  
(248) 373-3700  
[dwblevins@mcaldpinelawfirm.com](mailto:dwblevins@mcaldpinelawfirm.com)

Dated: June 12, 2009



Contract Notices

User: YGqZ28AB



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Supplier Details

Vendor Master ID: **013013136**

Supplier Name: <b>MCM MANAGEMENT CORP</b> Contract Cure Amount: <b>\$33,988.95</b> # of Contracts: <b>2</b>	<a href="#">Click here to view Contract Cure Amount Details</a>
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Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status
5716-00095859	BGS52642	013013136	MCM MANAGEMENT CORP	Agreement	Noticed
5716-00116661	GMS09374	013013136	MCM MANAGEMENT CORP	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 12, 2009 12:11:29 PM

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### Contract Notices

User: YGqZ28AB



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### Supplier Details

Vendor Master ID: **013013136**

Supplier Name: <b>MCM MANAGEMENT CORP</b> Contract Cure Amount: <b>\$33,988.95</b> # of Contracts: <b>2</b>	<a href="#">Click here to view Contracts</a>
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#### Cure Amount Details

Remit QUNS	PO Number	BOL	Document Date	Due Date	Amount
RD825560618	GM523512	517002	5/21/2009	STAYED	\$33,988.95 USD

**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.

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517

Lansing 6

ACM tile between slabs	\$	33,988.00
Additional ACM Bldg.15/Plant6	\$	11,053.00
Additional Labor	\$	131,859.03
Additional Equipment	\$	337,400.00
Overhead	\$	70,388.85

**Lien Claim:** \$ 584,688.88

Prior Payment: \$ 223,497.00

Contract with Extras: \$ 808,185.88



**CLAIM OF LIEN**

Notice is hereby given that on the 19<sup>th</sup> day of December, 2005, MCM Management Corp., Inc., whose address is 35980 Woodward Ave., Suite 210, Bloomfield Hills, MI 48304, first provided labor or material for an improvement to the property located at 401 N. Verlinden, Lansing, Michigan 48915, more particularly described as:

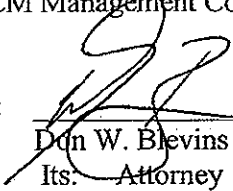
COM SW COR VIRLINDEN AVE & OSBORN RD, TH S 1737.57  
FT TO N LINE MICHIGAN AVE, W 1191.37 FT TO E LINE LM  
RR R/W, N'LY TO A POINT ON S LINE SAGINAW ST RELOCATED  
LYING 72.1 FT E & 247.44 FT S OF NW COR SEC 17, NE'LY  
ALONG R/W TO W LINE STANLEY ST, S TO S LINE OSBORN RD,  
E TO BEG; SEC 17 T4N R2W.

PARCEL NO. 33-01-01-17-101-023

The Owner of the above described real property is General Motors Corporation. The last day of providing labor or material was May 12, 2009. The lien claimant's contract amount, including extras, is \$808,185.88. The lien claimant has received payment in the total amount of \$223,497.00 and therefore claims a construction lien upon the above described real property in the amount of \$584,688.88.

MCM Management Corp., Inc.

By:

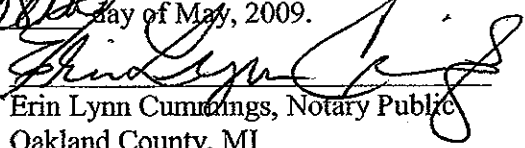
  
Don W. Blevins (P64146)  
Its: Attorney

2009 MAY 28 PM 3: 32  
INGHAM COUNTY  
REGISTER OF DEEDS  
RECEIVED

State of Michigan )  
                          )ss.  
County of Oakland )

Prepared By and When  
Recorded Return To:

Subscribed and sworn to before me this  
18<sup>th</sup> day of May, 2009.

  
Erin Lynn Cummings, Notary Public  
Oakland County, MI  
Acting in Oakland County, MI  
My commission expires: 03/05/2015

Don W. Blevins, Esq.  
McAlpine & Associates, P.C.  
3201 University Drive, Suite 100  
Auburn Hills, MI 48326