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Transmisiones y Equipos Mecanicos, S.A.B. de C.V. (TREMEC),
Transmission Technologies Corporation (TTC), and
Pistones Moresa, S.A. de C.V.*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
General Motors Corporation, *et al.*, :
Debtors. : Case No. 09-50026 (REG)
: (Jointly Administered)
----- X

**LIMITED OBJECTION OF THE KUO ENTITIES
TO DEBTORS' PROPOSED CURE COSTS**

Grupo KUO, S.A.B. de C.V. ("Grupo KUO"), on behalf of itself and certain of its affiliates listed on Exhibit A hereto (collectively, the "KUO Entities"), by and through their undersigned counsel, hereby submit this limited objection (the "Limited Objection") to the proposed notice of assumption and assignment and cure cost in respect of certain of the KUO Entities' contracts as set forth in the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto (the "Assumption and Assignment Notice") and the Contract Website (as defined below), in accordance with this Court's 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 “Bidding Procedures Order”).¹

The KUO Entities file this Limited Objection to reserve rights with respect to the correct cure amount owed with respect to its executory contracts with the Debtors that will be assumed and assigned. In support of the Limited Objection, the KUO Entities respectfully state as follows:²

BACKGROUND

1. The KUO Entities provides are direct automobile part suppliers to the Debtors. The KUO Entities supply the Debtors with, among other things, transmissions, transmission shaft systems and a number of service parts.

2. The Debtors commenced their voluntary Chapter 11 bankruptcy cases on June 1, 2009.

3. Pursuant to the Bidding Procedures Order, the Debtors delivered to the KUO Entities an Assumption and Assignment Notice dated June 15, 2009, with login information to a secured website with contract reference numbers and cure amounts (the “Contract Website”).³ The Contract Website indicates that the Debtors intend to assume and assign certain contracts with the KUO Entities.⁴ The Contract Website also includes the

¹ Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Bidding Procedures Order.

² The KUO Entities have been and remain engaged in discussions with the Debtors and are optimistic that a consensual resolution of the issues raised in this Limited Objection may be reached. The KUO Entities are filing this Limited Objection in order to preserve its rights in the event that a consensual resolution is not reached with the Debtors.

³ According to the Debtors, on June 5, 2009, the Debtors sent via first-class United States mail a Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto (the “First Notice”) to an address in Mexico. Upon information and belief, the KUO Entities never received the First Notice. Pursuant to conversations between the Debtors and the KUO Entities, the Debtors agreed to mail to a U.S. address of the KUO Entities a second notice dated June 15, 2009 and to preserve all rights of the KUO Entities to object by June 25, 2009.

⁴ The Contract Website also lists certain entities, including Ejes Tractivos, S.A. de C.V. and Pintura,

proposed cure costs the Debtors intend to pay in conjunction with assumption and assignment of the KUO Entities' contracts.

4. The Bidding Procedures Order requires that objections to proposed cure costs be filed and served no later than ten days after the date of an Assumption and Assignment Notice. See Bidding Procedures Order ¶ 10. As described below, the KUO Entities object to certain of the proposed cure costs provided on the Contract Website.

LIMITED OBJECTION

5. Subject to the payment of the correct cure amount, the KUO Entities have no objection to the assumption and assignment of its contracts, purchase orders and other agreements with the Debtors, in accordance with the plans set forth in the 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, provided that the correct cure amounts are paid.

6. Based on the information available on the Contract Website as of the date hereof, the KUO Entities believe that the certain of the Debtors' proposed cure costs under the currently identified contracts (collectively, the "Identified Agreements") are incorrect and do not include all amounts due to the KUO Entities under the Identified Agreements. Specifically, the KUO Entities submit that the Contract Website fails to include \$54,338.68 in cure costs owed to

Estampado y Montaje, S.A. de C.V., under the Grupo KUO Ultimate Duns number. The KUO Entities submit that these entities should not have been included under the Grupo KUO Ultimate Duns number. Grupo KUO has contacted representatives from these entities regarding their inclusion under the Grupo KUO Ultimate Duns number.

Transmission Technologies Corporation (TTC). Attached as Exhibit B hereto is an invoice summary from GM's eDACOR website showing the \$54,338.68 due to the KUO Entities in respect of Transmission Technologies Corporation (TTC).

7. The Assumption and Assignment Notice contemplates that the Debtors may modify the information on the Contract Website from time to time. See Assumption and Assignment Notice ¶ 13. To the extent that any such modifications are made to the list of the KUO Entities' contracts and/or the corresponding cure amounts, the KUO Entities reserve their rights to assert additional cure amounts, all without the need for the KUO Entities to (and without prejudice to the KUO Entities' rights to) file and/or serve amendments or supplements to this Limited Objection.

8. In addition, the KUO Entities believe that additional unpaid amounts are owed or will in the future be owed by the Debtors to the KUO Entities for post-petition goods and services. Under section 365 of the Bankruptcy Code, a debtor must first cure, or provide adequate assurance that it will promptly cure, all defaults incident to any assumed contracts. Here, the Debtors cannot assume or assign the KUO Entities' contracts without agreeing to payment of the full amount of the actual cure cost as of the effective date of such assumption and assignment, and the KUO Entities reserve their rights to payment of all such post-petition cure amounts in full.

9. The KUO Entities expressly reserve their rights to amend or supplement this Limited Objection, to introduce evidence supporting this Limited Objection, to be heard at a hearing with respect to this Limited Objection, and to file additional and/or supplemental objections. The KUO Entities expressly reserve their rights to payment in full of all post-petition amounts that are currently or may in the future become due.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the KUO Entities respectfully requests that the Court (i) require the Debtors to correct the Debtors' proposed cure amounts so that they accurately reflect both pre- and post-petition amounts payable, and (ii) grant such other and further relief as this Court may deem just or proper.

Dated: New York, New York
June 25, 2009

Respectfully submitted,

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Corporation (TTC), and Pistones Moresa, S.A. de
C.V.*

EXHIBIT A

List of KUO Entities

Transmisiones y Equipos Mecanicos, S.A.B. de C.V.
(TREMEC)
Transmission Technologies Corporation (TTC)
Pistones Moresa, S.A. de C.V.

EXHIBIT B

TTC Invoice Summary

Process #	DUNS #	Plant Code	Doc Type	Document #	Document Date	Total Amount	Currency Code	Bill Of Lading	Purchase Order #	Status	Due Date/P:	Payment #
'9000170750440	RD 078418860	SG	4	'CMP0771169609162	3/9/2009	\$33.74	USD	10322	GM37545	Ready To Pay	STAYED	0
'9000170715818	RD 078418860	SG	4	'DMP0771168509161	3/9/2009	(\$21.69)	USD	10322	GM37545	Ready To Pay	STAYED	0
'9000170517273	RD 078418860	PP	4	'RDM0753525009150	4/16/2009	(\$8.53)	USD	12012	GM51722	Ready To Pay	STAYED	0
'9000170517274	RD 078418860	PP	4	'RDM0753525109150	4/23/2009	(\$8.53)	USD	12345	GM51722	Ready To Pay	STAYED	0
'9000170047268	RD 078418860	PT	2	'0DS4246949509126	5/5/2009	\$1,350.51	USD	G05627187	GM51722	Ready To Pay	STAYED	0
'9000170047269	RD 078418860	PT	2	'0DS4246950509126	5/5/2009	\$1,350.51	USD	G05628994	GM51722	Ready To Pay	STAYED	0
'9000170047270	RD 078418860	PT	2	'0DS4246951509126	5/5/2009	\$1,350.51	USD	G05670703	GM51722	Ready To Pay	STAYED	0
'9000170047271	RD 078418860	PT	2	'0DS4246952509126	5/5/2009	\$1,350.51	USD	G05680669	GM51722	Ready To Pay	STAYED	0
'9000170076144	RD 078418860	PT	2	'0DS4265552509127	5/6/2009	\$1,444.90	USD	G05641547	GM37545	Ready To Pay	STAYED	0
'9000170430384	RD 078418860	P5	2	'0920816249R09142	5/7/2009	\$318.23	USD	12977	GM51715	Ready To Pay	STAYED	0
'9000170531708	RD 078418860	P5	2	'0920841822R09149	5/7/2009	\$396.07	USD	9205299M1	GM37545	Ready To Pay	STAYED	0
'9000170257570	RD 078418860	PP	2	'0750815965R09135	5/7/2009	\$2,100.55	USD	12972	GM51715	Ready To Pay	STAYED	0
'9000170517272	RD 078418860	PP	4	'RDM0753524909150	5/7/2009	(\$1.91)	USD	12972	GM51722	Ready To Pay	STAYED	0
'9000170282901	RD 078418860	PZ	2	'0760816218R09138	5/7/2009	\$425.23	USD	12976	GM37545	Ready To Pay	STAYED	0
'9000170257571	RD 078418860	SG	2	'0770815886R09135	5/7/2009	\$723.59	USD	12970	GM51715	Ready To Pay	STAYED	0
'9000170181550	RD 078418860	PT	2	'0DS4338041509133	5/12/2009	\$1,444.90	USD	G05721645	GM37545	Ready To Pay	STAYED	0
'9000170181551	RD 078418860	PT	2	'0DS4338042509133	5/12/2009	\$1,444.90	USD	G05719716	GM37545	Ready To Pay	STAYED	0
'9000170555809	RD 078418860	P5	2	'0920825091R09152	5/14/2009	\$565.40	USD	13271	GM51700	Ready To Pay	STAYED	0
'9000170455202	RD 078418860	PP	2	'0750825005R09146	5/14/2009	\$1,471.74	USD	13267	GM51722	Ready To Pay	STAYED	0
'9000170555808	RD 078418860	PZ	2	'0760824703R09152	5/14/2009	\$38.79	USD	13260	GM37545	Ready To Pay	STAYED	0
'9000170531709	RD 078418860	SG	2	'0770824829R09149	5/14/2009	\$1,942.63	USD	13265	GM37545	Ready To Pay	STAYED	0
'9000170336222	RD 078418860	PT	2	'0DS4427203509140	5/19/2009	\$1,080.82	USD	G05735558	GM51722	Ready To Pay	STAYED	0
'9000170503708	RD 078418860	P5	2	'0920832851R09148	5/21/2009	\$383.34	USD	13546	GM37545	Ready To Pay	STAYED	0
'9000170599384	RD 078418860	PP	2	'0750832977R09154	5/21/2009	\$9,970.70	USD	13554	GM51715	Ready To Pay	STAYED	0
'9000170555810	RD 078418860	SG	2	'0770833407R09152	5/21/2009	\$6,877.70	USD	13568	GM51736	Ready To Pay	STAYED	0
'9000170503707	RD 078418860	PT	2	'0DS4521061509148	5/27/2009	\$2.63	USD	S05694627	GM51709	Ready To Pay	STAYED	0
'9000170599386	RD 078418860	P5	2	'0920839528R09154	5/28/2009	\$599.14	USD	13782	GM37545	Ready To Pay	STAYED	0
'9000170704428	RD 078418860	SG	2	'0770840177R09160	5/28/2009	\$1,931.28	USD	13799	GM37545	Ready To Pay	STAYED	0
'9000170599385	RD 078418860	PP	2	'0750841586R09154	5/29/2009	\$16,152.35	USD	2002726	GM51722	Ready To Pay	STAYED	0
'9000170555807	RD 078418860	PT	2	'0DS4552563509152	5/29/2009	\$28.67	USD	G05812638	GM51700	Ready To Pay	STAYED	0
'9000170636565	RD 078418860	PD	4	'SLDCLI5462509156	5/31/2009	(\$200.00)	USD	57155		Ready To Pay	STAYED	0
'9000170636566	RD 078418860	PD	4	'SLDCLI5462609156	5/31/2009	(\$200.00)	USD	57156		Ready To Pay	STAYED	0

\$54,338.68