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*Attorneys for  
International Business Machines Corporation  
and certain of its affiliates (including IBM Credit LLC)*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11  
General Motors Corporation, *et al.*, :  
Debtors. : Case No. 09-50026 (REG)  
: (Jointly Administered)  
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**SUPPLEMENTAL LIMITED OBJECTION TO PROPOSED CURE COSTS**

International Business Machines Corporation (“IBM Corp.”) and IBM Credit LLC (“IBM Credit”, and together with IBM Corp. and certain other affiliates of IBM Corp., “IBM”), by and through their undersigned counsel, hereby submit this supplement (the “Supplemental Limited Objection”) to the Limited Objection to Proposed Cure Costs filed by IBM on June 15, 2009 (Docket No. 1092) (the “Initial Limited Objection”).

On or around June 25, 2009, IBM received a Second 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 Costs Related Thereto (the “Second Assumption and Assignment Notice”).

IBM filed its Initial Limited Objection expressly reserving its right to ascertain which contracts and leases the Debtors actually intend to assume and assign, and to calculate the correct corresponding cure amounts. IBM believes that such reservation of rights in the Initial

Limited Objection extends to IBM's rights with respect to all subsequent communications from the Debtors regarding the assumption and assignment of IBM's contracts and leases, until such time as final agreement is reached between the Debtors and IBM resolving the identity of the contracts and leases the Debtors actually intend to assume and the correct corresponding cure amounts.

Nonetheless, out of an abundance of caution, IBM files this Supplemental Limited Objection to reserve its rights to ascertain which contracts and leases the Debtors actually intend to assume and assign pursuant to the Second Assumption and Assignment Notice, and to calculate the correct corresponding cure amounts.

Dated: New York, New York

June 26, 2009

Respectfully submitted,

CLEARY GOTTlieb STEEN & HAMILTON LLP

By: /s/ James L. Bromley

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