

HEARING DATE AND TIME: July 22, 2009 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: July 15, 2009 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Harvey R. Miller
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Attorneys for Debtors
and Debtors in Possession

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

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

**NOTICE OF DEBTORS' SECOND OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated June 26, 2009 (the "**Motion**"), of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order, pursuant to section 365, of title 11, United States Code to reject certain executory contracts (collectively, the "**Executory Contracts**"), as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the

Southern District of New York, One Bowling Green, New York, New York 10004, on **July 22, 2009 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o General Motors Corporation, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iii) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (iv) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (v) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vi) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Kenneth H. Eckstein, Esq., Thomas Moers Mayer, Esq., Adam C. Rogoff, Esq., and Gordon Z. Novod,

Esq.); (vii) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“**UAW**”), 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel W. Sherrick, Esq.); (viii) Cleary Gottlieb Steen & Hamilton LLP, attorneys for the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (xi) Cohen, Weiss and Simon LLP, attorneys for the UAW, 330 W. 42nd Street, New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York (Attn: Diana G. Adams, Esq.), 33 Whitehall Street, 21st Floor, New York, New York 10004; (xiii) the affected counterparties to the Executory Contracts; and (xiv) the U.S. Attorney’s Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **July 15, 2009, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
June 26, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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HEARING DATE AND TIME: July 22, 2009 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: July 15, 2009 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

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

-----X
: **Chapter 11 Case No.**
: **09-50026 (REG)**
: **(Jointly Administered)**
: **Debtors.**
: **(Jointly Administered)**
: **(Jointly Administered)**
: **(Jointly Administered)**
-----X

**DEBTORS' SECOND OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

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

General Motors Corporation (“GM”) and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure

(the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”) effective as Monday, June 29, 2009. A proposed form of order (the “**Order**”) is attached hereto as **Exhibit B**.

2. A list of the affected Executory Contracts is attached hereto as **Exhibit A**.

In accordance with Rule 6006(a)(f)(6), the proposed list of Executory Contracts lists parties alphabetically and contains fewer than 100 contracts.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

The Executory Contracts

4. The Debtors are currently undergoing a comprehensive review of their executory contracts to determine which contracts to assume and which to reject. Because the Debtors are in the process of selling substantially all of their assets and winding down their remaining operations, the Debtors no longer require certain executory contracts for their continued operations and will seek to reject those contracts that provide no meaningful value or benefit to the Debtors’ estates. The Debtors have reviewed the Executory Contracts that are the subject of this Motion and have determined, in their sound business judgment, that continuing the Executory Contracts would be costly and would provide no corresponding benefit or utility to the Debtors or their estates.

5. The Executory Contracts the Debtors are seeking to reject in this Motion primarily concern: (i) engineering services contracts for which the work has been completed or is no longer required by the Debtors, (ii) human resources contracts regarding medical services that

are no longer being provided to the Debtors' employees or are no longer required, (iii) utilities contracts and related agreements and settlements for idled or closed manufacturing plants of the Debtors, (iv) purchase and sale agreements with costly remaining obligations that provide no corresponding benefit or value to the Debtors' estates, and (v) contracts relating to GM products and services that have been or will be eliminated as part of the Debtors' wind down process.

6. Consequently, the Executory Contracts are not necessary for the administration of the Debtors' estates and maintaining the Executory Contracts would impose unnecessary costs and burdens on the Debtors' estates. The Debtors have also explored the possibility of marketing the Executory Contracts, but have determined that doing so would provide no meaningful benefit or value to the Debtors' estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts.

7. In each instance, the Debtors propose that the rejection of the Executory Contracts be effective as of Monday June 29, 2009, the date on which the counterparties to the Executory Contracts will receive notice of the Motion via overnight mail.

Rejection of the Executory Contracts Is Supported by the Debtors' Business Judgment and Should Be Approved by the Court

8. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." *See also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). "[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

9. Courts defer to a debtor's business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd*, 187 B.R. 111 (S.D.N.Y. 1985) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment").

10. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate.'") (citation omitted); *In re Balco Equities Ltd., Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd*, 187 B.R. 111 (S.D.N.Y. 1995)).

11. As noted above, the Debtors have reviewed the Executory Contracts and have determined that in light of the contemplated sale of substantially all of the Debtors' assets and subsequent wind down, the Executory Contracts are no longer necessary for or beneficial to the Debtors' ongoing business, and create unnecessary and burdensome expenses for the Debtors' estates. In addition, the Debtors have determined that no meaningful value would be realized by the Debtors if the Executory Contracts were assumed and assigned to third parties. Accordingly, the Executory Contracts should be rejected.

Notice

Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the attorneys for the United States Department of the Treasury, (iii) the attorneys for Export Development Canada, (iv) the attorneys for the agent under GM's prepetition secured term loan agreement, (v) the attorneys for the agent under GM's prepetition amended and restated secured revolving credit agreement, (vi) the attorneys for the statutory committee of unsecured creditors appointed in these chapter 11 cases, (vii) the attorneys for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (viii) the attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, (ix) the United States Department of Labor, (x) the attorneys for the National Automobile Dealers Association, (xi) the attorneys for the ad hoc bondholders committee, (xii) the U.S. Attorney's Office, S.D.N.Y., (xiii) the counterparties to the Executory Contracts, and (xiv) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
June 26, 2009

/s/ Joseph H. Smolinsky_____

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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767 Fifth Avenue
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Exhibit A

Executory Contracts

Exhibit A

	Counter Party	Counterparty Address	Contract Description	Contract Date
1.	AC PROPULSION INC.	441 Borrego Ct San Dimas CA 91773-2971	Engineering Services Contract: AC150 Motor, Inverter, Charger, Power Supply, Cooling System	1/16/2008
2.	AC PROPULSION INC.	441 Borrego Ct San Dimas CA 91773-2971	Engineering Services Contract: A2001-A VMS G, Vehicle Management System	4/9/2008
3.	AMERICAN STEEL INVESTMENT CORP.	1717 W 10th St Indianapolis IN 46222-3801	Engineering Services Contract: Cost To Proof Test, Certify, Serialize, And Properly Rate And Label Lifting Fixtures For Transmission Test	2/19/2008
4.	ASPARITY DECISION SOLUTIONS INC.	115 Market St PO Box 3634 Durham, NC 27702	Medical Services Provider	02/16/09
5.	ATLAS ELECTRIC DEVICES CO.	17301 W Okeechobee Rd Hialeah FL 33018-6414	Engineering Services Contract: Outdoor weather testing for low gloss monocoat system	6/27/2003
6.	ATP AUTOMOTIVE TESTING PAPENBURG	Johann-Bunte-Str 176 Papenburg NS 26871 Germany	Engineering Services Contract: Fuel for Testing at Papenburg Proving Ground	4/3/2008
7.	AUTOMOTIVE TESTING OPERATIONS	25650 W 11 Mile Rd Ste 100 Southfield MI 48034-2253	Engineering Services Contract: Automotive Testing Operations	10/20/2008
8.	BRYSON CONSULTING ASSOC INC.	12843 Westledge Ln Saint Louis MO 63131-2237	Engineering Services Contract: Diesel Engineering	2/6/2007
9.	BRYSON CONSULTING ASSOC INC.	12843 Westledge Ln Saint Louis, MO 63131-2237	Engineering Services Contract: Process Of Engineering For Global Engineering Standard Work Pilot Project	3/27/2008
10.	CAMKAY SOLUTIONS INC.	3307 Islesworth Trce Duluth, GA 30097-4327	Engineering Services Contract: Startup Support On The Wentzville AA A-Line Press	10/2/2008

	Counter Party	Counterparty Address	Contract Description	Contract Date
11.	CASTASUS, MANUAL A. DR.	Manual Castasus 12635 Conway Downs Dr Saint Louis, MO 63141	Medical Services Provider	1/1/2005
12.	CIPOLLE, CHRISTINA L	Christina Cipolle, 3031 Ewing Ave S Ste 260, Minneapolis, MN 55416	Medical Services Provider	1/1/2006
13.	CONCEPT DESIGN & MANUFACTURING	Interiors House Doyle Dr Longf Coventry West Midlands GB CV6 6NW Great Britain	Engineering Services Contract: Mech Design - Engineering AGV	10/2008
14.	CORVID TECHNOLOGIES INC.	145 Overhill Dr Mooresville NC 28117-8006	Engineering Services Contract: CFD Analysis Resources For GMX245 Program	9/26/2007
15.	CREATIVE THERMAL SOLUTIONS	2209 N Willow Rd Urbana IL 61802-7338	Engineering Services Contract: European Union Mobile Air Conditioning 706 Refrigerant Leakage Test	8/26/2008
16.	DAVID S OWENS M.D.	David Owens, 4545 Harris Trl, Atlanta, GA 30327	Medical Services Provider	12/11/2008
17.	DAYTON POWER AND LIGHT ENERGY RESOURCES	Doug Hood 1065 Woodman Drive Dayton, Ohio 45432	Contract for 3 rd Party Electric Supply for GM Moraine Assembly Plant.	8/29/2003
18.	DELUXE TECHNOLOGIES LLC	34537 Bennett Fraser, MI 48026-1691	Engineering Services Contract: Cost Estimate For GMT 915 EXCB1 Build	12/6/2007
19.	DTE ENERGY SERVICES	Steve Earhart DTE Moraine, LLC 414 S. Main Street, Suite 600 Ann Arbor, MI. 48104	Compressed Air Services Agreement	10/12/2001
20.	DTE ENERGY SERVICES	Steve Earhart DTE Moraine, LLC 414 S. Main Street, Suite 600 Ann Arbor, MI. 48104	Settlement and Mutual Release Agreement	4/22/2009

	Counter Party	Counterparty Address	Contract Description	Contract Date
21.	EDAG INC.	275 Rex Blvd Auburn Hills, MI 48326-2954	Engineering Services Contract	9/17/2007
22.	EDAG INC.	275 Rex Blvd Auburn Hills, MI 48326-2954	Engineering Services Contract: ED&D 2009 GMT 360 NG	3/17/2006
23.	EICHER ENGINEERING SOLUTIONS I	23399 Commerce Dr Ste B10 Farmington Hills, MI 48335- 2763	Engineering Services Contract: Full Recut Of EXCB, Except For Hood, Fenders	1/9/2008
24.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract	1/22/2009
25.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract: Provide Mechanical Services	1/22/2009
26.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract: Provide Mechanical Services	9/19/2008
27.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract: .6 MM PVC Sheet	1/31/2008
28.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract: .6 MM PVC Sheet	1/31/2008
29.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract	1/31/2008
30.	HT/DCR ENGINEERING INC.	2830 Parkway St Lakeland, FL 33811-1390	Engineering Services Contract: Controls support for Wentzville body shop	1/14/2007

	Counter Party	Counterparty Address	Contract Description	Contract Date
31.	HUGHES, DAVID M.D.	David Hughes, 9560 The Maples, Clarence, NY 14031	Medical Services Provider	04/22/2005
32.	IMPEL INDUSTRIES INC.	44494 Phoenix Dr Sterling Heights, MI 48314-1467	Engineering Services Contract: Fuel Fill Bracket ASM Fuel Fill Brkt GMX 569	3/6/2008
33.	INDEPENDENT TEST SERVICES	7704 Ronda Dr Canton, MI 48187-2447	Engineering Services Contract: Biaxial Fatigue Durability Testing, 1,000,000 Cycles	8/6/2008
34.	INNOVATION PLUS INC.	3630 Horizon Dr King Of Prussia, PA 19406-4701	Engineering Services Contract: Add Instrumentation (Chip) To M12 X 1.5	6/30/2008
35.	INNOVATIVE BUSINESS SERVICES LLC	2505 Avonhurst Dr Troy, MI 48084-1001	Engineering Services Contract: Formatting and editing of GMW CCRW weld standards	1/12/2007
36.	INSURANCE RECOVERY GROUP INC.	Mark Nevils, 220 N Main St, Natick, MA 01760	Insurance Contract	07/22/2002
37.	JETT SETT MANAGEMENT SERVICES	38945 Santa Barbara, Clinton Township, MI 48036	Aircraft Management Contract	07/01/2006
38.	KARCO ENGINEERING	9270 Holly Rd Adelanto, CA 92301-3954	Engineering Services Contract: Conduct Front NCAP Test On 2009 Cadillac CTS	6/10/2008
39.	LEVERT FINANCIAL SERVICES	Michael E. Levert PO Box 522 Lake Forest, IL 60045	Payment Recovery Contract	6/30/2008
40.	LGR GROUP, INC.	80 High Street Mt. Holly, NJ 08060	Equipment Lease Contract	3/17/2000
41.	LIFETIME LEARNING SYSTEMS INC.	PO Box 120023 200 1ST Stamford Pl Stamford, CT 06912-0023	Engineering Services Contract: 2006 – 2008 GM Hydrogen Education Program Concepts and Artwork	3/1/2006

	Counter Party	Counterparty Address	Contract Description	Contract Date
42.	LITENS AUTOMOTIVE PARTNERSHIP	730 Rowntree Dairy Rd Woodbridge, ON L4L 5T7 CANADA	Engineering Services Contract: HFV6 Water Pump & Accessory Drive Tests	6/27/2007
43.	MAGNA CAR TOP SYSTEMS	2110 Austin Ave Rochester Hills, MI 48309-3667	Engineering Services Contract: 18 Prototype Bearings For RRP Forward Latch Handle	6/12/2008
44.	MAHLE POWERTRAIN LLC	41000 Vincenti Ct Novi, MI 48375-1921	Engineering Services Contract: CUG Maintenance, Development, Pilot Study & RLM Pilot Study	4/21/2008
45.	MATHWORKS INC., THE	39555 Orchard Hill Pl STE 280 Novi, MI 48375-5538	Engineering Services Contract	7/17/2008
46.	METRO FLIGHT SERVICES INC.	9100 S Dadeland Blvd, Miami, FL 33156	Aircraft Services Agreement	8/12/05
47.	MICHIGAN METROLOGY	17199 N Laurel Park Dr Ste 51 Livonia, MI 48152-2679	Engineering Services Contract: 3D Surface Measurements / Analysis of ID of Outer Ring from Friction Test	10/31/2008
48.	MICHIGAN METROLOGY	17199 N Laurel Park Dr Ste 51 Livonia, MI 48152-2679	Engineering Services Contract: 3D Surface Measurements /Analysis of Oil Pump Pressur Relief Vlv Bores.	12/3/2008
49.	MILLER CONSULTING GROUP INC.	5293 Lakeview Parkway South Dr Indianapolis, IN 46268-4111	Engineering Services Contract: Design & Development Services To Provide CAD Modeling Services For The X26R.	2/29/2008
50.	MINI STORAGE, LLC	Mini Storage, LLC, c/o Gitlin Knack & Pavof, ATTN: Irwing Gitlin 55 S. Main Street Liberty, NY 12754	Sale Agreement	12/22/2003
51.	NATIONAL TECHNICAL SYSTEMS	12601 Southfield Rd Detroit, MI 48223-	Engineering Services Contract	7/28/2008
52.	PATNI COMPUTER SYSTEMS LTD.	B-43 Phase II Electronics City Hosur Rd Bangalore, IN 560100 India	Engineering Services Contract: CSV WP 6 - Test Procedure Development & Validation	2/22/2007

	Counter Party	Counterparty Address	Contract Description	Contract Date
53.	PATNI COMPUTER SYSTEMS LTD.	B-43 Phase II Electronics City Hosur Rd Bangalore, IN 560100 India	Engineering Services Contract: CSV Bundled WP 5 - Embedded Code For Vehicle Devel	2/16/2007
54.	PLASMA SYSTEMS INC.	5452 Business Dr Huntington Beach, CA 92649-1226	Engineering Services Contract: Bond & Coat On CCA	3/12/2008
55.	PLASMA SYSTEMS INC.	5452 Business Dr Huntington Beach, CA 92649-1226	Engineering Services Contract: Bond And Conformal Coat Of Circuit Boards For 101X, Repair Units	5/7/2008
56.	PROCAT TESTING LLC	30844 Century Dr Wixom, MI 48393-2064	Engineering Services Contract: Test Catalytic Converter Aging	7/17/2008
57.	R&E AUTOMATED SYSTEMS	44440 Phoenix Dr Sterling Heights, MI 48314-1467	Engineering Services Contract: Labor For Gmt 166/168 Robot Programming Of Glass	5/13/2008
58.	RAETECH CORP.	4750 Venture Dr Ste 100 Ann Arbor, MI 48108-	Engineering Services Contract: Test Set Up	5/16/2008
59.	RICARDO INC.	40000 Ricardo Dr Detroit Technical Campus Belleville, MI 48111-1642	Engineering Services Contract: CSV Project Systems Engineering	2/20/2007
60.	RICARDO INC.	40000 Ricardo Dr Detroit Technical Campus Belleville, MI 48111-1642	Engineering Services Contract: TOS Algorithm And Behavioral Model For CSV Project	2/20/2007
61.	RIVERPORT VILLAGE LLC	31785 S River Rd Harrison Township, MI 48045-1892	Engineering Services Contract: GM Powertrain Marine Power	3/1/2004
62.	ROBERTS, JOHN	John Roberts, 1107 Lantern Ln, Niles, OH 44446	Medical Services Provider	02/07/2008
63.	SALEEN SPECIALTY VEHICLES INC.	1225 E Maple Rd Troy, MI 48083-2818	Engineering Services Contract: GMT168 EXCB2 TDO Surface And Prime For Review	5/30/2008

	Counter Party	Counterparty Address	Contract Description	Contract Date
64.	SEPULVEDA, DANIEL	Daniel Sepulveda, 1131 Hamline Ave N Apt 19, Saint Paul, MN 55108	Medical Services Provider	1/1/2006
65.	SPAGNUOLO, A J, M.D.	A.J. Spagnuolo, 1718 Wellington Rd, Lansing, MI 48910	Medical Services Provider	1/1/2005
66.	STANDEX INTERNATIONAL CORP	34497 Kelly Rd Fraser, MI 48026-3404	Engineering Services Contract: Texture grain primary master tool	8/13/2008
67.	TECHNICAL EMPLOYMENT SERVICES	510 Savage Rd Belleville, MI 48111-2937	Engineering Services Contract: N/A Vehicle Set Up And Trial Runs	10/16/2007
68.	TOWNER, RUSS	Russ Towner, 204 S Creedmoor Way, Anderson, IN 46011	Medical Services Provider	02/07/2008
69.	URGENT PLASTIC SERVICES INC.	2777 Product Dr Rochester Hills, MI 48309-3810	Engineering Services Contract: 18 DVD Prototype Brackets For ECE R 17 Testing Development Parts For Head Impact Testing	7/9/2008
70.	VDMA-GESELLSCHAFT FUER FORSCHU	Lyoner Str 18 Frankfurt HE 60528 Germany	Engineering Services Contract: Study Of Dioxin Emission Information In Advanced Diesel Aftertreatment Systems.	2/11/2008
71.	W. J. H. CONSULTING SERVICES	293 Albert St PO Box 244 Clinton On NOM 1L0 Canada	Engineering Services Consulting Agreement	11/7/2007

Exhibit B

Proposed Order

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

-----X
In re : Chapter 11 Case No.
GENERAL MOTORS CORP., *et al.*, : 09-50026 (REG)
Debtors. : (Jointly Administered)
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**SECOND OMNIBUS ORDER
PURSUANT TO 11 U.S.C. § 365 OF THE BANKRUPTCY
CODE TO REJECT CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated June 26, 2009 (the “**Motion**”)¹, of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors are hereby authorized to reject the Executory Contracts listed on **Annex I** attached hereto, effective as of Monday, June 29, 2009, the date on which the counterparties to the Executory Contracts received notice of the Motion via overnight mail (the “**Rejection Date**”); and it is further

ORDERED that upon service of this Order upon the counterparties to the Executory Contracts, the Executory Contracts shall be deemed rejected, effective as of the Rejection Date; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I
Executory Contracts

Exhibit A

	Counter Party	Counterparty Address	Contract Description	Contract Date
1.	AC PROPULSION INC.	441 Borrego Ct San Dimas CA 91773-2971	Engineering Services Contract: AC150 Motor, Inverter, Charger, Power Supply, Cooling System	1/16/2008
2.	AC PROPULSION INC.	441 Borrego Ct San Dimas CA 91773-2971	Engineering Services Contract: A2001-A VMS G, Vehicle Management System	4/9/2008
3.	AMERICAN STEEL INVESTMENT CORP.	1717 W 10th St Indianapolis IN 46222-3801	Engineering Services Contract: Cost To Proof Test, Certify, Serialize, And Properly Rate And Label Lifting Fixtures For Tranmission Test	2/19/2008
4.	ASPARITY DECISION SOLUTIONS INC.	115 Market St PO Box 3634 Durham, NC 27702	Medical Services Provider	02/16/09
5.	ATLAS ELECTRIC DEVICES CO.	17301 W Okeechobee Rd Hialeah FL 33018-6414	Engineering Services Contract: Outdoor weather testing for low gloss monocoat system	6/27/2003
6.	ATP AUTOMOTIVE TESTING PAPENBURG	Johann-Bunte-Str 176 Papenburg NS 26871 Germany	Engineering Services Contract: Fuel for Testing at Papenburg Proving Ground	4/3/2008
7.	AUTOMOTIVE TESTING OPERATIONS	25650 W 11 Mile Rd Ste 100 Southfield MI 48034-2253	Engineering Services Contract: Automotive Testing Operations	10/20/2008
8.	BRYSON CONSULTING ASSOC INC.	12843 Westledge Ln Saint Louis MO 63131-2237	Engineering Services Contract: Diesel Engineering	2/6/2007
9.	BRYSON CONSULTING ASSOC INC.	12843 Westledge Ln Saint Louis, MO 63131-2237	Engineering Services Contract: Process Of Engineering For Global Engineering Standard Work Pilot Project	3/27/2008
10.	CAMKAY SOLUTIONS INC.	3307 Islesworth Trce Duluth, GA 30097-4327	Engineering Services Contract: Startup Support On The Wentzville AA A-Line Press	10/2/2008

	Counter Party	Counterparty Address	Contract Description	Contract Date
11.	CASTASUS, MANUAL A. DR.	Manual Castasus 12635 Conway Downs Dr Saint Louis, MO 63141	Medical Services Provider	1/1/2005
12.	CIPOLLE, CHRISTINA L	Christina Cipolle, 3031 Ewing Ave S Ste 260, Minneapolis, MN 55416	Medical Services Provider	1/1/2006
13.	CONCEPT DESIGN & MANUFACTURING	Interiors House Doyle Dr Longf Coventry West Midlands GB CV6 6NW Great Britain	Engineering Services Contract: Mech Design - Engineering AGV	10/2008
14.	CORVID TECHNOLOGIES INC.	145 Overhill Dr Mooresville NC 28117-8006	Engineering Services Contract: CFD Analysis Resources For GMX245 Program	9/26/2007
15.	CREATIVE THERMAL SOLUTIONS	2209 N Willow Rd Urbana IL 61802-7338	Engineering Services Contract: European Union Mobile Air Conditioning 706 Refrigerant Leakage Test	8/26/2008
16.	DAVID S OWENS M.D.	David Owens, 4545 Harris Trl, Atlanta, GA 30327	Medical Services Provider	12/11/2008
17.	DAYTON POWER AND LIGHT ENERGY RESOURCES	Doug Hood 1065 Woodman Drive Dayton, Ohio 45432	Contract for 3 rd Party Electric Supply for GM Moraine Assembly Plant.	8/29/2003
18.	DELUXE TECHNOLOGIES LLC	34537 Bennett Fraser, MI 48026-1691	Engineering Services Contract: Cost Estimate For GMT 915 EXCB1 Build	12/6/2007
19.	DTE ENERGY SERVICES	Steve Earhart DTE Moraine, LLC 414 S. Main Street, Suite 600 Ann Arbor, MI. 48104	Compressed Air Services Agreement	10/12/2001
20.	DTE ENERGY SERVICES	Steve Earhart DTE Moraine, LLC 414 S. Main Street, Suite 600 Ann Arbor, MI. 48104	Settlement and Mutual Release Agreement	4/22/2009

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21.	EDAG INC.	275 Rex Blvd Auburn Hills, MI 48326-2954	Engineering Services Contract	9/17/2007
22.	EDAG INC.	275 Rex Blvd Auburn Hills, MI 48326-2954	Engineering Services Contract: ED&D 2009 GMT 360 NG	3/17/2006
23.	EICHER ENGINEERING SOLUTIONS I	23399 Commerce Dr Ste B10 Farmington Hills, MI 48335- 2763	Engineering Services Contract: Full Recut Of EXCB, Except For Hood, Fenders	1/9/2008
24.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract	1/22/2009
25.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract: Provide Mechanical Services	1/22/2009
26.	FREBCO INC.	3400 Kettering Blvd Moraine, OH 45439-2013	Engineering Services Contract: Provide Mechanical Services	9/19/2008
27.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract: .6 MM PVC Sheet	1/31/2008
28.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract: .6 MM PVC Sheet	1/31/2008
29.	HAARTZ CORP., THE	40950 Woodward Ave Ste 150 Bloomfield Hills, MI 48304- 5125	Engineering Services Contract	1/31/2008
30.	HT/DCR ENGINEERING INC.	2830 Parkway St Lakeland, FL 33811-1390	Engineering Services Contract: Controls support for Wentzville body shop	1/14/2007

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31.	HUGHES, DAVID M.D.	David Hughes, 9560 The Maples, Clarence, NY 14031	Medical Services Provider	04/22/2005
32.	IMPEL INDUSTRIES INC.	44494 Phoenix Dr Sterling Heights, MI 48314-1467	Engineering Services Contract: Fuel Fill Bracket ASM Fuel Fill Brkt GMX 569	3/6/2008
33.	INDEPENDENT TEST SERVICES	7704 Ronda Dr Canton, MI 48187-2447	Engineering Services Contract: Biaxial Fatigue Durability Testing, 1,000,000 Cycles	8/6/2008
34.	INNOVATION PLUS INC.	3630 Horizon Dr King Of Prussia, PA 19406-4701	Engineering Services Contract: Add Instrumentation (Chip) To M12 X 1.5	6/30/2008
35.	INNOVATIVE BUSINESS SERVICES LLC	2505 Avonhurst Dr Troy, MI 48084-1001	Engineering Services Contract: Formatting and editing of GMW CCRW weld standards	1/12/2007
36.	INSURANCE RECOVERY GROUP INC.	Mark Nevils, 220 N Main St, Natick, MA 01760	Insurance Contract	07/22/2002
37.	JETT SETT MANAGEMENT SERVICES	38945 Santa Barbara, Clinton Township, MI 48036	Aircraft Management Contract	07/01/2006
38.	KARCO ENGINEERING	9270 Holly Rd Adelanto, CA 92301-3954	Engineering Services Contract: Conduct Front NCAP Test On 2009 Cadillac CTS	6/10/2008
39.	LEVERT FINANCIAL SERVICES	Michael E. Levert PO Box 522 Lake Forest, IL 60045	Payment Recovery Contract	6/30/2008
40.	LGR GROUP, INC.	80 High Street Mt. Holly, NJ 08060	Equipment Lease Contract	3/17/2000
41.	LIFETIME LEARNING SYSTEMS INC.	PO Box 120023 200 1ST Stamford Pl Stamford, CT 06912-0023	Engineering Services Contract: 2006 – 2008 GM Hydrogen Education Program Concepts and Artwork	3/1/2006

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42.	LITENS AUTOMOTIVE PARTNERSHIP	730 Rowntree Dairy Rd Woodbridge, ON L4L 5T7 CANADA	Engineering Services Contract: HFV6 Water Pump & Accessory Drive Tests	6/27/2007
43.	MAGNA CAR TOP SYSTEMS	2110 Austin Ave Rochester Hills, MI 48309-3667	Engineering Services Contract: 18 Prototype Bearings For RRP Forward Latch Handle	6/12/2008
44.	MAHLE POWERTRAIN LLC	41000 Vincenti Ct Novi, MI 48375-1921	Engineering Services Contract: CUG Maintenance, Development, Pilot Study & RLM Pilot Study	4/21/2008
45.	MATHWORKS INC., THE	39555 Orchard Hill Pl STE 280 Novi, MI 48375-5538	Engineering Services Contract	7/17/2008
46.	METRO FLIGHT SERVICES INC.	9100 S Dadeland Blvd, Miami, FL 33156	Aircraft Services Agreement	8/12/05
47.	MICHIGAN METROLOGY	17199 N Laurel Park Dr Ste 51 Livonia, MI 48152-2679	Engineering Services Contract: 3D Surface Measurements / Analysis of ID of Outer Ring from Friction Test	10/31/2008
48.	MICHIGAN METROLOGY	17199 N Laurel Park Dr Ste 51 Livonia, MI 48152-2679	Engineering Services Contract: 3D Surface Measurements /Analysis of Oil Pump Pressur Relief Vlv Bores.	12/3/2008
49.	MILLER CONSULTING GROUP INC.	5293 Lakeview Parkway South Dr Indianapolis, IN 46268-4111	Engineering Services Contract: Design & Development Services To Provide CAD Modeling Services For The X26R.	2/29/2008
50.	MINI STORAGE, LLC	Mini Storage, LLC, c/o Gitlin Knack & Pavof, ATTN: Irwing Gitlin 55 S. Main Street Liberty, NY 12754	Sale Agreement	12/22/2003
51.	NATIONAL TECHNICAL SYSTEMS	12601 Southfield Rd Detroit, MI 48223-	Engineering Services Contract	7/28/2008
52.	PATNI COMPUTER SYSTEMS LTD.	B-43 Phase II Electronics City Hosur Rd Bangalore, IN 560100 India	Engineering Services Contract: CSV WP 6 - Test Procedure Development & Validation	2/22/2007

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53.	PATNI COMPUTER SYSTEMS LTD.	B-43 Phase II Electronics City Hosur Rd Bangalore, IN 560100 India	Engineering Services Contract: CSV Bundled WP 5 - Embedded Code For Vehicle Devel	2/16/2007
54.	PLASMA SYSTEMS INC.	5452 Business Dr Huntington Beach, CA 92649-1226	Engineering Services Contract: Bond & Coat On CCA	3/12/2008
55.	PLASMA SYSTEMS INC.	5452 Business Dr Huntington Beach, CA 92649-1226	Engineering Services Contract: Bond And Conformal Coat Of Circuit Boards For 101X, Repair Units	5/7/2008
56.	PROCAT TESTING LLC	30844 Century Dr Wixom, MI 48393-2064	Engineering Services Contract: Test Catalytic Converter Aging	7/17/2008
57.	R&E AUTOMATED SYSTEMS	44440 Phoenix Dr Sterling Heights, MI 48314-1467	Engineering Services Contract: Labor For Gmt 166/168 Robot Programming Of Glass	5/13/2008
58.	RAETECH CORP.	4750 Venture Dr Ste 100 Ann Arbor, MI 48108-	Engineering Services Contract: Test Set Up	5/16/2008
59.	RICARDO INC.	40000 Ricardo Dr Detroit Technical Campus Belleville, MI 48111-1642	Engineering Services Contract: CSV Project Systems Engineering	2/20/2007
60.	RICARDO INC.	40000 Ricardo Dr Detroit Technical Campus Belleville, MI 48111-1642	Engineering Services Contract: TOS Algorithm And Behavioral Model For CSV Project	2/20/2007
61.	RIVERPORT VILLAGE LLC	31785 S River Rd Harrison Township, MI 48045-1892	Engineering Services Contract: GM Powertrain Marine Power	3/1/2004
62.	ROBERTS, JOHN	John Roberts, 1107 Lantern Ln, Niles, OH 44446	Medical Services Provider	02/07/2008
63.	SALEEN SPECIALTY VEHICLES INC.	1225 E Maple Rd Troy, MI 48083-2818	Engineering Services Contract: GMT168 EXCB2 TDO Surface And Prime For Review	5/30/2008

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64.	SEPULVEDA, DANIEL	Daniel Sepulveda, 1131 Hamline Ave N Apt 19, Saint Paul, MN 55108	Medical Services Provider	1/1/2006
65.	SPAGNUOLO, A J, M.D.	A.J. Spagnuolo, 1718 Wellington Rd, Lansing, MI 48910	Medical Services Provider	1/1/2005
66.	STANDEX INTERNATIONAL CORP	34497 Kelly Rd Fraser, MI 48026-3404	Engineering Services Contract: Texture grain primary master tool	8/13/2008
67.	TECHNICAL EMPLOYMENT SERVICES	510 Savage Rd Belleville, MI 48111-2937	Engineering Services Contract: N/A Vehicle Set Up And Trial Runs	10/16/2007
68.	TOWNER, RUSS	Russ Towner, 204 S Creedmoor Way, Anderson, IN 46011	Medical Services Provider	02/07/2008
69.	URGENT PLASTIC SERVICES INC.	2777 Product Dr Rochester Hills, MI 48309-3810	Engineering Services Contract: 18 DVD Prototype Brackets For ECE R 17 Testing Development Parts For Head Impact Testing	7/9/2008
70.	VDMA-GESELLSCHAFT FUER FORSCHU	Lyoner Str 18 Frankfurt HE 60528 Germany	Engineering Services Contract: Study Of Dioxin Emission Information In Advanced Diesel Aftertreatment Systems.	2/11/2008
71.	W. J. H. CONSULTING SERVICES	293 Albert St PO Box 244 Clinton On NOM 1L0 Canada	Engineering Services Consulting Agreement	11/7/2007