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

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

**OBJECTION OF FERNDALE ELECTRIC COMPANY, INC. TO 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 AMOUNTS RELATED THERETO**

Ferndale Electric Company, Inc. ("Ferndale Electric"), a creditor and interested party, objects, on a limited basis, to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto (the "Second Assumption Notice") served upon by the above captioned debtors and debtors-in-possession (collectively, the "Debtors") pursuant to the Court's Bidding Procedures Order (Docket No. 274). In support of the objection, Ferndale Electric states:

1. The Debtors purportedly mailed an initial assumption notice to Ferndale Electric on June 5, 2009 (the "June 5th Assumption Notice"). On June 16, 2009, Ferndale Electric filed an objection to the June 5th Assumption based on the lack of a Cure Amount¹ (Docket # 1871).

¹ Capitalized terms not defined herein have the meaning assigned to them in the Second Assumption Notice.

2. The Debtors purportedly mailed an additional assumption notice to Ferndale Electric on June 15, 2009 (the “June 15th Assumption Notice”). On June 23, 2009, Ferndale Electric filed an objection to the June 15th Assumption Notice based on an incorrect Cure Amount (Docket #2338).

3. The Debtors have now sent the Second Assumption Notice, which was received by Ferndale Electric on July 8, 2009.

4. The Debtors are parties to blanket executory contracts with Ferndale Electric.

5. The Debtors have proposed assuming and assigning certain of Ferndale Electric’s executory contracts (the “Designated Contracts”). The amount owed on these Designated Contracts was altered and revised in the Second Assumption Notice.

6. The information on the Debtors’ contract notice website provided in the Second Assumption Notice still fails to include all amounts due under the Designated Contracts listed and also fails to include amounts due for work done for which no individual purchase order has been generated.

7. Ferndale Electric does not oppose the Debtors’ assumption and assignment of Ferndale Electric’s contracts *per se*. Ferndale Electric files this objection to the Second Assumption Notice as a precautionary measure in order to preserve its rights to receive payment of the full Cure Amount owed as a condition of any assumption and assignment.

8. Ferndale Electric objects, on a limited basis, to the Second Assumption Notice to the extent that the Cure Amount identified by the Debtors is still inaccurate. Ferndale Electric is owed a substantial sum for goods and services provided to the Debtors. This amount is not fully reflected in the Debtors’ revised Cure Amount in the Second Assumption Notice.

9. Ferndale Electric also objects to the extent that the Second Assumption Notice would allow payment of less than 100% of pre-petition and post-petition obligations owed by Debtors to Ferndale Electric, as is required by § 365 of the Bankruptcy Code. *In re Burger Boys*, 94 F.3d 755, 763 (2nd Cir. 1996).

10. Ferndale Electric reserves any and all rights arising from or associated with the Designated Contracts.

11. Ferndale Electric reserves the right to amend this objection to include additional facts or arguments as may be determined by further investigation and also to raise such other and further objections to any proposed assumption and assignment or Cure Amounts with respect to Ferndale Electric's Designated Contracts.

12. Ferndale Electric has been in contact with representatives of the Debtors in an attempt to resolve their differences with respect to the Cure Amounts owed. Ferndale Electric is working toward an amicable resolution of the dispute without judicial intervention and is hopeful that agreement can be reached between the parties in the coming days.

WHEREFORE, Ferndale Electric respectfully requests that the Court enter an order (a) conditioning any assumption and assignment of the Designated Contracts on full payment of all outstanding amounts due to Ferndale Electric, (b) reserving Ferndale Electric's rights in connection with any Designated Contracts or Cure Amounts listed and (c) providing Ferndale Electric with such other and further relief as is appropriate.

Respectfully submitted,

KERR, RUSSELL AND WEBER, PLC

By: /s/ P. Warren Hunt

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Dated: July 8, 2009

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CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2009, I electronically filed the foregoing Objection to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto, and this Certificate of Service with the Clerk of the Court using the ECF system which will send notification of such filing to all ECF participants. A copy of this document was also served on the following parties on July 8, 2009 via Federal Express mail:

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/s/ P. Warren Hunt

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Dated: July 8, 2009