

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

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In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, et al.,	: 09-50026 (REG)
f/k/a General Motors Corp., et al.	:
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Debtors.	: (Jointly Administered)
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ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 365 AUTHORIZING (A) REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH CERTAIN DOMESTIC DEALERS AND (B) GRANTING CERTAIN RELATED RELIEF

Upon the Motion, dated July 6, 2009 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a 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 sections 105 and 365 of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing (a) the rejection of executory contracts and unexpired leases with certain domestic Dealers and (b) granting certain related relief, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the record of the Hearing, and all of the proceedings had before the Court; 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

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

Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that, for the reasons set forth in the findings of fact and conclusions of law set forth on the record of the Hearing, the Motion is granted as provided herein; and it is further;

ORDERED that each of the Affected Dealer Agreements is an executory contract capable of being rejected under section 365 of the Bankruptcy Code; and it is further

ORDERED that the rejection of the Affected Dealer Agreements, as set forth herein, (1) constitutes an exercise of sound business judgment by the Debtors, made in good faith and for legitimate commercial reasons; (2) is appropriate and necessary under the circumstances described in the Motion; and (3) is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006; and it is further

ORDERED that the Debtors are authorized to reject the Affected Dealer Agreements with respect to the Dealers and Dealership locations identified on **Annex I** attached hereto and incorporated herein by reference. Effective as of July 10, 2009 (the “**Rejection Effective Date**”), all such Affected Dealer Agreements are rejected pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that as provided for under the MPA, approved by this Court on July 5, 2009, only those Dealers that were offered, and accepted, Participation Agreements or Wind-Down Agreements (collectively, the “**Authorized Dealers**”) will be allowed to continue their Dealership operations, as provided for in those agreements, as part of New GM; and New GM has determined not to accept an assignment of any of the Affected Dealer Agreements; and it is further

ORDERED that pursuant to section 365 of the Bankruptcy Code, as a result of the rejection of the Affected Dealer Agreements, each Affected Dealer shall have no further rights (direct, indirect, contractual or otherwise) to act as an Authorized Dealer of the Debtors. As such, immediately as of the Rejection Effective Date, each such Affected Dealer is no longer authorized to, among other things:

- (a) undertake any advertising, sales, repair or service of any of the Debtors' or New GM's products as an Authorized Dealer under the terms of the Affected Dealer Agreements;
- (b) hold itself out to any third party as an Authorized Dealer of the Debtors or New GM for any purpose;
- (c) display, distribute or otherwise use any signage, promotional or other materials bearing or containing the Debtors' or New GM's trademarks, tradenames and servicemarks, except that it may use the Debtors' or New GM's descriptive brand and vehicle model names solely for the purpose of identifying and advertising its inventory for sale to the extent permitted by applicable law for a party that is not an Authorized Dealer of the Debtors; and
- (d) to the extent not inconsistent with this Order, the Debtors may exercise any and all of their rights provided for in the Affected Dealer Agreements' termination provisions; provided, however, that nothing herein shall be a waiver of any Affected Dealer's rights or defenses thereto"; and it is further

ORDERED that all Affected Dealers who wish to assert claims against the Debtors arising out of or related to the rejection of the Affected Dealer Agreements (collectively, "**Rejection Damages Claims**") must file a proof of claim for such Rejection Damages Claims no later than the general bar date to be established by the Court in these cases under Bankruptcy Rule 3003(c)(3) or make any administrative claim request by such other applicable deadline, and in accordance with such other procedures, as may be established by the Court for the assertion of such claims under section 503(a) of the Bankruptcy Code. If an Affected Dealer fails to file a timely and proper Rejection Damages Claim, such Affected Dealer shall be forever barred,

estopped and enjoined from asserting such Rejection Damages Claim against the Debtors or voting or receiving distributions under any plan in these cases on account of such Rejection Damages Claim. All issues relating to the allowance, amount, priority and treatment of any Rejection Damage Claim or any other claim, right or remedy asserted by the Affected Dealers are preserved. The Debtors and other parties in interest reserve and retain the right to object to any Rejection Damages Claims or other claims filed or asserted by the Affected Dealers (including as to allowance, amount, priority and treatment of such claims), or any other asserted rights or remedies, on any and all available grounds; and it is further

ORDERED that to the extent that any Dealer Laws conflict with the terms of this Order or the impact of the rejection of the Affected Dealer Agreements under the Bankruptcy Code and applicable case law, such laws are preempted by the Bankruptcy Code, pursuant to the Supremacy Clause of the United States Constitution; and it is further

ORDERED that this Court shall retain jurisdiction to resolve all matters relating to the implementation, enforcement and interpretation of this Order. Without limiting the foregoing, the Court also shall retain jurisdiction with respect to this Order and the Affected Dealer Agreements over (a) any actions by the Affected Dealers against New GM, or the Debtors or the property of their estates, including, without limitation, any actions in violation of the automatic stay under section 362 of the Bankruptcy Code; and (b) any Rejection Damages Claims or other claims alleged against the Debtors' estates, and any objections or defenses thereto.

Dated: New York, New York
August 21, 2009

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

ANNEX I

	<u>Dealer Name</u>	<u>Majority Owner</u>	<u>Dealer Address</u>	<u>Dealer Code</u>	<u>GM Brand</u>	<u>Contract Date</u>
1	B & J Motors, Inc.	Craig Cox	201 W First St Ogallala, NE 69153	197959	Buick	11/1/05
2	B & J Motors, Inc.	Craig Cox	201 W First St Ogallala, NE 69153	197959	Chevrolet	11/1/05
3	Bruce Chevrolet, Inc.	D. Bruce Patchett	1084 SW Oak St Hillsboro, OR 97123	114411	Chevrolet	11/1/05
4	Bruce Chevrolet, Inc.	D. Bruce Patchett	1084 SW Oak St Hillsboro, OR 97123	114411	Chevrolet Medium Duty Truck	11/1/05
5	C. Thompson Automotive, Inc.	A.Claude Thompson	1706 Montague Ave Ext Greenwood, SC 29649	116453	Buick	11/1/05
6	C. Thompson Automotive, Inc.	A.Claude Thompson	1706 Montague Ave Ext Greenwood, SC 29649	116453	Pontiac	11/1/05
7	C. Thompson Automotive, Inc.	A.Claude Thompson	1706 Montague Ave Ext Greenwood, SC 29649	116453	GMC Truck	11/1/05
8	Cardenas Autoplex Inc.	Renato Cardenas	111 S Loop 499 Harlingen, TX 78550	117713	Cadillac	11/1/05
9	Carmark, LLC	Gregg Carter	621 N Washington Seymour, TX 76380	243044	Buick	3/10/08
10	Carmark, LLC	Gregg Carter	621 N Washington Seymour, TX 76380	243044	GMC Truck	3/10/08
11	Carmark, LLC	Gregg Carter	621 N Washington Seymour, TX 76380	243044	Pontiac	3/10/08
12	Cassel GMC Truck Sales Corp.	James Cassel	550 N Ocean Ave Patchogue, NY 11772	119244	GMC Medium Duty Truck	11/1/05
13	Cassel GMC Truck Sales Corp.	James Cassel	550 N Ocean Ave Patchogue, NY 11772	119244	GMC Truck	11/1/05
14	Clyde Chevrolet-Buick, Inc.	Brien Meehan	808 Talcottville Rd Vernon-Rockville, CT 06066	117923	Chevrolet	11/1/05
15	Clyde Chevrolet-Buick, Inc.	Brien Meehan	808 Talcottville Rd Vernon-Rockville, CT 06066	117923	Buick	11/1/05
16	Colonial Chevrolet Co., Inc.	Ernest Ray Smith	2380 US Highway 61 South Woodville, MS 39669	114371	Chevrolet	11/1/00
17	Dean Newton Cadillac-GMC, Inc.	Duane Sparks	519 W Broadway Lewistown, MT 59457	221557	GMC Truck	6/2/06
18	Dean Newton Cadillac-GMC, Inc.	Duane Sparks	519 W Broadway Lewistown, MT 59457	221557	Cadillac	6/2/06
19	Graves Pontiac-Chevrolet-Buick, Inc.	Ronald Graves	4040 N First St Milan, TN 38358	114213	Chevrolet	11/1/05
20	Graves Pontiac-Chevrolet-Buick, Inc.	Ronald Graves	4040 N First St Milan, TN 38358	114213	Pontiac	11/1/05

The Affected Dealer Agreements subject to rejection include all Sales and Service Dealership Agreements of the above listed Affected Dealers and any amendments or supplements thereto, as well as all Ancillary Agreements (all as defined in the Motion).

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21	Graves Pontiac-Chevrolet-Buick, Inc.	Ronald Graves	4040 N First St Milan, TN 38358	114213	Buick	11/1/05
22	Gulf Coast Truck and Equipment Company, Inc.	John Cross	2260 Hall Mill Rd Mobile, AL 36606	204727	GMC Medium Duty Truck	11/1/05
23	Gulf Coast Truck and Equipment Company, Inc.	Chad Cross	3440 Birmingham Hwy Montgomery, AL 36108	204728	GMC Medium Duty Truck	11/1/05
24	Harbortown Auto, Inc.	James Brogan Jr	311 Spar St Ontonagon, MI 49953	164635	Chevrolet	11/1/05
25	Harbortown Auto, Inc.	James Brogan Jr	311 Spar St Ontonagon, MI 49953	164635	Pontiac	11/1/05
26	Harbortown Auto, Inc.	James Brogan Jr	311 Spar St Ontonagon, MI 49953	164635	Buick	11/1/05
27	Huntley Chevrolet, Inc.	Alan Wulbert	13980 Automall Dr Huntley, IL 60142	208013	Chevrolet	11/1/05
28	J.T.E. Epps Motors, Inc.	Emerson Epperson	1935 US 25 E Middlesboro, KY 40965	112725	Chevrolet	11/1/05
29	J.T.E. Epps Motors, Inc.	Emerson Epperson	1935 US 25 E Middlesboro, KY 40965	112725	Buick	11/1/05
30	Keystone Automotive, Inc.	Kevin Serra	40941 US Hwy 280 Sylacauga, AL 35150	112646	Chevrolet	11/1/05
31	Larry Menke Inc.	Lawrence Menke	6 Heitzinger Plaza Seaside, CA 93955	118726	Buick	4/14/09
32	Matt Gay Chevrolet Oldsmobile, Inc.	David Gay	325 Mims Rd Sylvania, GA 30467	112475	Chevrolet	11/5/05
33	Mullins Motors, Inc.	David Small	3369 Hwy 76 East Mullins, SC 29574	116444	Chevrolet	11/1/05
34	Mullins Motors, Inc.	David Small	3369 Hwy 76 East Mullins, SC 29574	116444	Buick	11/1/05
35	Mullins Motors, Inc.	David Small	3369 Hwy 76 East Mullins, SC 29574	116444	Cadillac	11/1/05
36	Mullins Motors, Inc.	David Small	3369 Hwy 76 East Mullins, SC 29574	116444	GMC Truck	11/1/05
37	Mullins Motors, Inc.	David Small	3369 Hwy 76 East Mullins, SC 29574	116444	Pontiac	11/1/05
38	Nordling Motors, Inc.	Thomas Nordling	428 Market St Osage City, KS 66523	116186	GMC Truck	11/1/05
39	Nordling Motors, Inc.	Thomas Nordling	428 Market St Osage City, KS 66523	116186	Pontiac	11/1/05
40	Norman-Blackmon Motor Company, Inc.	Stephen Norman	801 E Commerce St Greenville, AL 36037	118843	Buick	11/1/05

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41	Norman-Blackmon Motor Company, Inc.	Stephen Norman	801 E Commerce St Greenville, AL 36037	118843	Pontiac	11/1/05
42	Norman-Blackmon Motor Company, Inc.	Stephen Norman	801 E Commerce St Greenville, AL 36037	118843	GMC Truck	11/1/05
43	Northstate Motors, Inc.	Brian Leach	246 E Walker St Orland, CA 95963	176606	Chevrolet	4/16/09
44	Northstate Motors, Inc.	Brian Leach	246 E Walker St Orland, CA 95963	176606	Pontiac	4/16/09
45	Northstate Motors, Inc.	Brian Leach	246 E Walker St Orland, CA 95963	176606	GMC Truck	4/16/09
46	Pletcher Motor Company, Inc.	Rodney Pletcher	1001 W Pike St Goshen, IN 46526	117207	Cadillac	11/1/05
47	Quinlan's Equipment, Inc.	John Quinlan	1030 S Superior St Antigo, WI 54409	119385	GMC Truck	11/1/05
48	Rapp Chevrolet, Inc.	Glen Rapp	700 S Broadway Marion, SD 57043	111731	Chevrolet	11/1/05
49	Sonny Cannon Auto Plaza, Inc.	William Cannon	220 W Doolin Blackwell, OK 74631	112366	Chevrolet	11/1/05
50	Sonny Cannon Auto Plaza, Inc.	William Cannon	220 W Doolin Blackwell, OK 74631	112366	Buick	11/1/05
51	Sonny Cannon Auto Plaza, Inc.	William Cannon	220 W Doolin Blackwell, OK 74631	112366	Cadillac	11/1/05
52	Sonny Cannon Auto Plaza, Inc.	William Cannon	220 W Doolin Blackwell, OK 74631	112366	GMC Truck	11/1/05
53	Sonny Cannon Auto Plaza, Inc.	William Cannon	220 W Doolin Blackwell, OK 74631	112366	Pontiac	11/1/05
54	Terry Gage Chevrolet-Oldsmobile, Inc.	Terry Gage	Hwy 65 North Marshall, AR 72650	160246	Chevrolet	11/1/05
55	The Ramey Garage, Inc.	Robert Mccully	669 Beulah St Ramey, PA 16671	118782	Buick	11/1/05
56	Tom Sparks Buick, Inc.	Thomas Sparks	216 S First St De Kalb, IL 60115	118875	Buick	11/1/05
57	Tygart Valley Motor Co. Inc.	Rick Wyatt	Rte 250 S Elkins Shpg Plaza Elkins, WV 26241	240636	Cadillac	1/28/08
58	Walters Chevrolet-Pontiac, Inc.	John Walters	308 Main St Groton, NY 13073	115278	Chevrolet	11/1/05
59	Walters Chevrolet-Pontiac, Inc.	John Walters	308 Main St Groton, NY 13073	115278	Pontiac	11/1/05
60	Watkins Trucks, Inc.	Robert Watkins	4031 New Castle Ave New Castle, DE 19720	119328	GMC Medium Duty Truck	11/1/05

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