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ATTORNEYS FOR PRODUCTION
MODELING CORPORATION

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

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In re Chapter 11
GENERAL MOTORS CORPORATION, *et al.*, Case No. 09-50026
(Jointly Administered)
Debtors. ----- x

**LIMITED OBJECTION BY PRODUCTION MODELING CORPORATION TO
DEBTORS' PROPOSED CURE AMOUNT**

Production Modeling Corporation (“PMC”) objects to Debtors’ proposed cure amount related to its assumption and assignment of PMC’s contracts, and in support of its objection, PMC states:

Background

1. On June 1, 2009 (“Petition Date”), Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.
2. On June 2, 2009, this Court entered an Order approving Debtors’ bidding procedure [Docket # 274], which includes a procedure regarding Debtors’ assumption and assignment of executory contracts.

3. On June 8, 2009, PMC received Debtors' 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 ("Assignment Notice"), which indicates that Debtors intend to assume and assign Debtors' agreements with PMC ("PMC Agreements") and propose a cure amount of \$23,032 ("Proposed Cure Amount").

4. PMC objects to the Proposed Cure Amount and requests proof of adequate assurance of performance.

Cure Amount

5. Under the PMC Agreements, PMC supplies on-site engineering services to Debtors under multiple purchase orders. As of the Petition Date, Debtors owed PMC \$109,878.25 under the PMC Agreements.

6. As such, PMC objects to the Proposed Cure Amount.

Adequate Assurance

7. PMC further requests that Debtors provide it with proof of adequate assurance that Purchaser (as defined in the Assignment Notice) will perform Debtors' obligations under the PMC Agreements.

Relief Requested

PMC, therefore, respectfully requests that Debtors (a) correct the asserted cure amount for the PMC Agreements to reflect the actual cure amount of \$109,878.25 and (b) provide PMC with adequate assurance of performance under the PMC Agreements by Purchaser.

Respectfully Submitted:

BODMAN LLP

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