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ATTORNEYS FOR KUKA SYSTEMS CORP.  
NORTH AMERICA F/K/A KUKA FLEXIBLE  
PRODUCTION SYSTEMS CORP., KUKA  
ROBOTICS CORP., AND KUKA  
ASSEMBLY & TEST CORP. F/K/A B&K  
CORP.

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

In re

Chapter 11

GENERAL MOTORS CORPORATION, *et al.*,

Case No. 09-50026  
(Jointly Administered)

Debtors. \_\_\_\_\_ x

**OBJECTION BY KUKA SYSTEMS CORP.  
NORTH AMERICA F/K/A KUKA FLEXIBLE PRODUCTION  
SYSTEMS CORP., KUKA ROBOTICS CORP., AND  
KUKA ASSEMBLY & TEST CORP. F/K/A B&K CORP. TO  
DEBTORS' PROPOSED CURE AMOUNTS**

KUKA Systems Corp. North America f/k/a KUKA Flexible Production Systems Corp., KUKA Robotics Corp., and KUKA Assembly & Test Corp. f/k/a B&K Corp. (individually and collectively, “KUKA Entities”) object to Debtors’ proposed cure amounts related to their assumption and assignment of contracts with the KUKA Entities, and in support of their objection, state:

**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. KUKA Entities have 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 the KUKA Entities. The KUKA Entities have not, however, received the Trade Agreement sent to other parties to executory contracts with the Debtors. Debtors have informed the KUKA Entities that the Trade Agreement, for which signatures of the KUKA Entities was requested, was sent to KUKA AG in Germany. Debtors have been unable to provide the KUKA Entities with a duplicate copy. Debtors have, however, provided the KUKA Entities with login information to Debtors' web site with cure amount details (the "Proposed Cure Amounts").

4. The claims and contract numbers from the information available to the KUKA Entities on the web site do not match all the contracts and amounts under the KUKA Entities records.

5. George Fischer-Boehringer (Vendor 616840690) should not be included on the same list or DUNS number with the KUKA Entities because that company was sold in 2005 and is now unrelated.

### **Cure Amount**

6. The purchase orders and dollar amounts require further review by Debtors, and correction. The KUKA Entities object to the Proposed Cure Amounts until such amounts may be finally reconciled and agreed upon, or adjudicated, as the case may be. Further, the cure amounts must cover the time period through assumption and assignment of the contracts, including any unpaid postpetition obligations.

7. Thus, the KUKA Entities objects to the Proposed Cure Amounts. Further, the KUKA Entities cannot fully respond until they receive the Trade Agreement, and reserve the right to amend this Objection and all other rights and remedies.

### **Adequate Assurance**

8. The KUKA Entities further request that Debtors provide it with proof of adequate assurance that Purchaser (as defined in the Assignment Notice) will perform Debtors' obligations under the contracts with the KUKA Entities.

## Relief Requested

The KUKA Entities, therefore, respectfully requests that (a) Debtors deliver the Trade Agreement and reconcile, correct and finalize the Proposed Cure Amounts for the contracts with the KUKA Entities to reflect all of the contracts to be assumed and assigned and the accurate amounts due and owing, as agreeable to the KUKA Entities, and (b) provide the KUKA Entities with adequate assurance of performance by Purchaser under the contracts with the KUKA Entities to be assumed and assigned by Debtors to Purchaser.

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By: /s/ Marc M. Bakst

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