SILVERMAN & MORRIS, P.L.L.C. 7115 Orchard Lake Road, Suite 500 West Bloomfield, Michigan 48322 Tel: (248) 539-1330; Fax (248) 539-1355 Geoffrey L. Silverman (P34011) Karin F. Avery (P45364) avery@silvermanmorris.com Counsel for Harry Major Machine & Tool Company

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

GENERAL MOTORS CORPORATION, *et al.*

Debtors.

Hon. Robert E. Gerber

Case No. 09-50026 (REG)

(Jointly Administered)

Chapter 11

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WITHDRAWAL OF LIMITED OBJECTION OF HARRY MAJOR MACHINE & TOOL COMPANY TO NOTICE OF (I) DEBTOR'S 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

Now Comes Harry Major Machine & Tool Company (the "Creditor"), by and through its counsel, Silverman & Morris, P.L.L.C., and files this WITHDRAWAL of its limited objection (the "Limited Objection") to the assumption and assignment of the Creditor's executory contracts by the above-captioned debtors and debtors in possession (collectively, the "Debtors"). The Creditor respectfully states as follows:

BACKGROUND

1. On June 1, 2009, the Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York.

2. The Creditor and the Debtors have a long-standing relationship. Pursuant to numerous contracts and other related agreements (collectively, the "Creditor Agreements"), the Creditor provides goods and/or services to the Debtors.

3. On June 1, 2009, the Debtors filed a motion with the Court [Docket No. 92] (the "Sale Motion") seeking, among other things, authority to consummate a sale of substantially all of their assets (the "Sale Transactions"). The Court granted the Sale Motion on or about June 2, 2009.

4. In connection with the Sale Transactions, the Debtors are seeking authority to assume the Creditor Agreements and to assign them to the Purchaser. The Debtors served a notice ("Notice") upon the Creditor, indicating their intent to assume and assign the Creditor Agreements. The Debtors proposed a cure amount (the "Cure Amount") on account of the Creditor Agreements.

5. On June 19, 2009, the Creditor filed the Limited Objection [Docket No. 1962].

6. The Creditor and the Debtors have agreed upon the Cure Amount necessary to assume and assign the Creditor Agreements.

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7. The Creditor has agreed to withdraw its Limited Objection.

SILVERMAN & MORRIS, P.L.L.C.

By: <u>/s/ Karin F. Avery</u> GEOFFREY L. SILVERMAN (P34011) KARIN F. AVERY (P45364) Attorneys for Creditor, Harry Major Machine & Tool Company 7115 Orchard Lake Road, Suite 500 West Bloomfield, Michigan 48322 avery@silvermanmorris.com Telephone (248) 539-1330; Fax (248) 539-1355

Dated: September 9, 2009

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