Presentment Date & Time: December 15, 2009, at 10:00 a.m. (E.T.)
Objection Deadline: December 14, 2009, at 5:00 p.m. (E.T.)

JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306
Richard H. Engman

- and -

JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
Heather Lennox
Ryan T. Routh

Attorneys for Debtors
and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
Oldco M Corporation (f/k/a Metaldyne Corporation), *et al.*,	:	Case No. 09-13412 (MG)
Debtors.	:	(Jointly Administered)

NOTICE OF PRESENTMENT OF STIPULATED ORDER RESOLVING CURE OBJECTION OF SKF USA INC. IN CONNECTION WITH THE SALE OF THE MAJORITY OF THE DEBTORS' ASSETS AND THE SEVERANCE AND ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS BETWEEN THE DEBTORS AND SKF USA INC.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. The undersigned will present the proposed stipulated order (the "Stipulation") attached hereto as Exhibit 1 made by and among Oldco M Corporation, f/k/a Metaldyne Corporation ("Metaldyne") and the other debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), SKF USA Inc. and MD Investors Corporation to the Honorable Martin Glenn, United States Bankruptcy Judge, in Room 501 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004, for signature on **December 15, 2009, at 10:00 a.m. (Eastern Time)** (the "Presentment Date").

2. Objections, if any, to the Stipulation must be made in writing, with two hard copies to Chambers, conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and be filed with the Bankruptcy Court and must be served in accordance with the Administrative Order, Pursuant to Bankruptcy Rule 1015(c), Establishing Case Management and Scheduling Procedures in these cases (Docket No. 133) (the "Case Management Order") so as to be actually received by the parties on the Special Service List and such parties upon whom the Motion was required to be served pursuant to the terms of the Case Management Order not later than **5:00 p.m. (Eastern Standard Time) on December 14, 2009** (the "Objection Deadline").

3. If no objections are timely filed and served with respect to the entry of the Stipulation, the Debtors shall, on the Presentment Date, present the Court, pursuant to Rule 9074-1(b) of the Local Rules of the United States Bankruptcy Court for the Southern District of New York, the Stipulation for entry by the Court with no further notice or opportunity to be heard offered to any party.

4. Copies of the Case Management Order and the Special Service List may be obtained from the Court's website at http://ecf.nysb.uscourts.gov or, free of charge, at www.bmcgroup.com/metaldyne.

Dated: December 9, 2009
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh
Richard H. Engman
JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

- and -

Heather Lennox
Ryan T. Routh
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT 1

Presentment Date & Time: December 15, 2009 at 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
Oldco M Corporation (f/k/a Metaldyne Corporation), *et al.*,	:	Case No. 09-13412 (MG)
Debtors.	:	(Jointly Administered)

STIPULATED ORDER RESOLVING CURE OBJECTION OF SKF USA INC. IN CONNECTION WITH THE SALE OF THE MAJORITY OF THE DEBTORS' ASSETS AND THE SEVERANCE AND ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS BETWEEN THE DEBTORS AND SKF USA INC.

COMES NOW, Oldco M Corporation (f/k/a Metaldyne Corporation) and its affiliated entities that are debtors in the above-captioned bankruptcy cases (collectively, the "Debtors"), SKF USA Inc. ("SKF") and MD Investors Corporation ("MDI", and, together with the Debtors and SKF, the "Parties"), who, through their counsel, hereby enter into this Stipulated Order (the "Stipulated Order") Resolving Cure Objection Of SKF USA Inc. In Connection With The Sale Of The Majority Of The Debtors' Assets And The Severance And Assumption And Assignment Of Certain Executory Contracts Between The Debtors And SKF USA Inc., and in support of the Stipulated Order, the Parties hereby state and agree as follows:

WHEREAS, on May 27, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), commencing jointly administered cases that have been docketed as Case nos. 09-13412,

et al. (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, pursuant to certain purchase orders identified as Purchase Order no. 575 ("PO 575") and Purchase Order no. 755 ("PO 755"), SKF USA Inc. ("SKF") manufactures and sells to Debtors, and Debtors purchase from SKF, certain customized bearings, gasket seal assemblies, and other component parts (collectively, the "Component Parts")

WHEREAS, PO 575 constitutes one executory contract that may be severed into two separate executory contracts: (i) one executory contract pursuant to which SKF sells and delivers certain Component Parts to Debtors' Edon, OH plant (the "PO 575 Edon Contract"); and (ii) a second executory contract pursuant to which SKF sells and delivers (or sold and delivered) certain Component Parts to Debtors' New Castle, IN plant (the "PO 575 New Castle Contract");

WHEREAS, PO 755 constitutes one executory contract that may be severed into two separate executory contracts: (i) one executory contract pursuant to which SKF sells and delivers certain Component Parts to Debtors' Greensboro, NC plant (the "PO 755 Greensboro Contract" and, together with the PO 575 Edon Contract, the "Assumption Contracts"); and (ii) a second executory contract pursuant to which SKF sells and delivers (or sold and delivered) certain Component Parts to Debtors' New Castle, IN plant (the "PO 755 New Castle Contract" and, together with the PO 575 New Castle Contract, the "Non-Assumed Contracts");

WHEREAS, On August 12, 2009, the Bankruptcy Court entered an order (the "Sale Order) approving a motion (the "Sale Motion") of the Debtors seeking the authority to sell substantially all of the Debtors' assets (the "Purchase Transaction") to MDI or to one or more subsidiaries of MDI in accordance with a Purchase Agreement attached to the Sale Motion (the "Purchase Agreement");

WHEREAS, in connection with the Sale Motion, the Debtors served a cure notice giving parties in interest an opportunity to object to the cure amount and SKF filed an objection with respect to such notice (the "SKF Objection") and, for purposes of the Sale Order, SKF's contracts are, as confirmed by the Debtors on the record at the hearing on the Sale Motion, presently "Objection Contracts" for which SKF's objections and rights have been reserved pending a resolution of the SKF Objection;

WHEREAS, on October 16, 2009, the closing of the Purchase Transaction occurred (the "Closing");

WHEREAS, in connection with the Closing, the Debtors wish to assume and assign the Assumption Contracts to Metaldyne Chassis Products LLC, a wholly-owned subsidiary of MDI ("MCP"), and SKF consents to such assignment to MCP and to a further assignment of the Assumption Contracts to a designee of MCP approved by SKF;

WHEREAS, SKF and MCP (or its designee) intend to enter into an Amended Supply Agreement that, upon becoming effective, will amend the Assumption Contracts (the "Amended Supply Agreement");

WHEREAS, MDI approves, consents to, and hereby agrees that it will be bound by all of the terms of the Amended Supply Agreement as if it were a signatory to such agreement;

WHEREAS, SKF and MDI acknowledge: (i) that the amendment of the Assumption Contracts by Amended Supply Agreement shall be an integral part of the assumption and assignment of the Assumption Contracts; and (ii) that MDI would not direct the Debtors to assume the Assumption Contracts or agree to cause the Prepetition Purchase Order Cure Amount to be paid in accordance with this Stipulated Order, if the Assumption Contracts were not to be amended by the Amended Supply Agreement;

WHEREAS, Debtors wish to sever PO 575, such that the PO 575 Edon Contract is severed from the PO 575 New Castle Contract;

WHEREAS, Debtors wish to sever PO 755, such that the PO 755 Greensboro Contract is severed from the PO 755 New Castle Contract;

WHEREAS, as of the Petition Date, Debtors owed SKF the aggregate amount of $1,683,308.86 under the Assumption Contracts (the "Prepetition Purchase Order Cure Amount"), consisting of $1,656,148.61 in pre-petition amounts owed by the Debtors to SKF under the PO 575 Edon Contract and $27,160.25 of pre-petition amounts owed by the Debtors to SKF under the PO 755 Greensboro Contract.[1] The Prepetition Purchase Order Cure Amount remains an outstanding and unpaid obligation of the Debtors to SKF;

WHEREAS, SKF has continued to ship product to the Debtors under the Assumption Contracts after the Petition Date and the Debtors have certain outstanding, unpaid, post-petition obligations that they owe to SKF under such contracts (the "Postpetition Assumed Contract Obligations"); and

WHEREAS, in an effort to resolve the SKF Objection and certain of their other differences, the Parties have entered into this Stipulated Order.

NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulated Order, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, HEREBY STIPULATE AND AGREE AS FOLLOWS:

[1] The Prepetition Purchase Order Cure Amount does not include amounts that SKF alleges are owed to it by one or more of the Debtors under the Non-Assumed Contracts of PO 575 and PO 755 and SKF's rights and claims with respect to such amounts are hereby reserved and preserved in their entirety as are the rights and defenses of the Debtors and any other party-in-interest in the Debtors' bankruptcy cases with respect to such rights and claims of SKF.

1. The Debtors owe SKF the entire Prepetition Purchase Order Cure Amount of $1,683,308.86 in connection with the Assumption Contracts.

2. The Debtors owe SKF certain Postpetition Assumed Contract Obligations in connection with the Assumption Contracts, which obligations vary from time-to-time (based on additional shipments made by SKF and payments made by the Debtors). SKF asserts that, as of November 2, 2009 the amount of the Postpetition Assumed Contract Obligations was no less than $ 874,727.31 (consisting of no less than $863,635.11 in post-petition obligations arising under the PO 575 Edon Contract and no less than $11,092.20 in post-petition obligations arising under the PO 755 Greensboro Contract).

3. The Debtors and SKF hereby sever the Assumption Contracts from the Non-Assumed Contracts as follows: (a) PO 575 is severed such that the PO 575 Edon Contract is severed from the PO 575 New Castle Contract; and (b) PO 755 is severed such that the PO 755 Greensboro Contract is severed from the PO 755 New Castle Contract.

4. Immediately upon the satisfaction of the conditions precedent set forth in Paragraph 5 of this Stipulated Order and upon the entry of this Stipulated Order as an order of the Bankruptcy Court, without any further action of any person or entity whatsoever, the Debtors shall be deemed to have assumed the Assumption Contracts and contemporaneously assigned the Assumption Contracts to MCP (or its designee), which conditions precedent, including SKF's receipt of the Cure Payment (defined below), must be satisfied on or before December 30, 2009.

5. The Debtors' assumption of the Assumption Contracts shall be effective only upon the payment to SKF, in good funds, by MDI or MDI's designee: (a) the entire Prepetition Purchase Order Cure Amount of $1,683,308.86 (the "Prepetition Cure Payment"); and (b) that portion of the Postpetition Assumed Contract Obligations that are then in default, if any (the "Postpetition Cure Payment" and, together with the Prepetition Cure Payment, the

"Cure Payment"). The amounts to be paid through the Cure Payment shall constitute cure amounts due to SKF pursuant to section 365(b) of the Bankruptcy Code.

6. MDI (or MDI's designee) shall pay or cause to be paid to SKF, in full, all Postpetition Assumed Contract Obligations that have accrued, but are not then in default, as of the time the Assumption Contracts are assumed by the Debtors and assigned to MDI (hereafter, the "Accrued Assumed Contract Obligations"), as and when such obligations come due. Any and all valid Postpetition Assumed Contract Obligations shall, for all purposes, be treated as allowed administrative expense priority claims in the Debtors' bankruptcy cases pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, pending the payment of such claims in full by MDI (or MDI's designee) and nothing herein shall be deemed to limit SKF's ability to preserve such claims in the Debtors bankruptcy cases pending SKF's receipt of payment or to enforce its right to payment of such claims if MDI does not cause such claims to be paid in full as and when they come due.

7. Upon SKF's receipt of the Cure Payment, any unsecured pre-petition claims asserted in any proofs of claim filed by SKF will be deemed to be reduced by the Prepetition Purchase Order Cure Amount of $1,683,308.86 and SKF shall seasonably file one or more amended proofs of claim reflecting its receipt of the Prepetition Purchase Order Cure Amount and identifying the accompanying partial satisfaction and reduction of certain of its proofs of claim (to the extent that such claims assert the Prepetition Purchase Order Cure Amount). Except as provided in this paragraph, nothing in this Stipulated Order shall be deemed to waive, release, limit or otherwise adversely affect any other claims, rights or proofs of claim that were filed or may hereafter be filed by SKF that do not arise under the Assumption Contracts (including, without limitation any claims, rights or proofs of claim arising under or

relating to the Non-Assumed Contracts, which claims are hereby preserved and shall not be affected by this Stipulated Order).

8. To the extent that this Stipulated Order conflicts with the terms of the Sale Order or the Purchase Agreement, the terms of this Stipulated Order shall govern.

9. This Court shall retain jurisdiction with respect to any matters or disputes arising under this Stipulated Order.

10. The Parties shall, through their counsel, execute this Stipulated Order and may do so in counterparts, each of which shall be treated as an original and all of which, when taken together, shall constitute one instrument. Each Party may deliver its signature via fax or via a "PDF" file delivered by electronic mail and any signature so executed and delivered shall, for all purposes relevant to this Stipulated Order, be treated as an original.

11. This Stipulated Order shall become effective immediately upon entry of the same by the Bankruptcy Court and such order, as well as any action authorized by such order (including the assumption and assignment of the Assumption Contracts), shall not be stayed pursuant to Fed.R.Civ.P. 6004(d) or otherwise.

Dated: December 9, 2009
New York, New York

JONES DAY
Counsel to the Debtors and Debtors-in-Possession
901 Lakeside Avenue
Cleveland, Ohio 44114
Attention: Ryan T. Routh
Phone: (216) 586-3939
Facsimile: (216) 579-0212
Email: rrouth@jonesday.com

By: /s/ Ryan T. Routh

PEPPER HAMILTON LLP
Counsel to SKF USA Inc.
Hercules Plaza, Suite 5100
1313 N. Market Street
Wilmington, Delaware 19899-1709
Attention: Henry Jaffe, Esq.
Phone: (302) 777-6500
Facsimile: (302) 421-8390
Email: jaffeh@pepperlaw.com

By: /s/ Henry Jaffe

KIRKLAND & ELLIS LLP
Counsel to MD Investors Corporation
601 Lexington Avenue
New York, New York 10022
Attention: Christopher J. Marcus
Phone: (212) 446-4800
Facsimile: (212) 446-4900
Email: christopher.marcus@kirkland.com

By: /s/ Christopher J. Marcus

SO ORDERED by the Bankruptcy Court this **___ day of _____, 2009**.

_____
THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE