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Heather Lennox
Ryan T. Routh

Attorneys for Debtors
and Debtors in Possession

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

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

**NOTICE OF HEARING ON MOTION
OF DEBTORS AND DEBTORS IN POSSESSION
FOR ENTRY OF AN ORDER AUTHORIZING THE ABANDONMENT
OF CERTAIN REAL PROPERTY LOCATED IN BEDFORD HEIGHTS, OHIO**

PLEASE TAKE NOTICE THAT:

1. An expedited hearing to consider the motion filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") on February 16, 2010

(the "Motion") seeking approval and authority, pursuant to sections 363 and 554 of the Bankruptcy Code, Rules 6004 and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6007-1 of the Local Rules (the "Local Bankruptcy Rules") for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), to abandon certain real property owned by the Debtors that is burdensome and of inconsequential value and benefit to the Debtors' estates, effective as of March 5, 2010 (the "Abandonment Date"), shall be held before 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, on **March 2, 2010 at 10:00 a.m. (Eastern Standard Time)**.

2. Objections, if any, to the relief sought in the Motion 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 General Service List and the Special Service List not later than **4:00 p.m. (Eastern Standard Time) on February 26, 2010** (the "Objection Deadline").

3. If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Court a final order substantially in the form attached to such Motion, which final order may be entered with no further notice or opportunity to be heard offered to any party.

4. Copies of the Motion, 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: February 16, 2010
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh

Richard H. Engman

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

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

**MOTION OF DEBTORS AND
DEBTORS IN POSSESSION FOR ENTRY
OF AN ORDER AUTHORIZING THE ABANDONMENT OF
CERTAIN REAL PROPERTY LOCATED IN BEDFORD HEIGHTS, OHIO**

TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

Oldco M Corporation (f/k/a Metaldyne Corporation) and 30 of its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), respectfully represent as follows:

Background

1. 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"). By an order entered on May 29, 2009, the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On June 4, 2009, pursuant to section 1102 of the Bankruptcy Code, the United States Trustee appointed an official committee of unsecured creditors (Docket No. 129), as subsequently amended (Docket No. 248).

3. Oldco M Corporation (f/k/a/ Metaldyne Corporation) is a wholly-owned subsidiary of Metaldyne Holdings LLC ("Metaldyne Holdings"), which, in turn, is a wholly-owned subsidiary of Asahi Tec Corporation ("Asahi Tec"), a Japanese corporation. RHJ International S.A. ("RHJI"), a corporation formed under the laws of Belgium and listed on the Euronext exchange, presently holds approximately 60.1% of the outstanding capital stock of Asahi Tec. Debtor MD Products Corp. ("MD Products") is a New York corporation. Oldco M Corporation is the direct or indirect parent of MD Products, each of the other Debtors and each of the Debtors' nondebtor subsidiaries (collectively, the "Oldco M Companies"). As of the Petition Date, the Oldco M Companies were leading global manufacturers of highly engineered

metal components for the global light vehicle market and among the 50 largest auto parts suppliers in North America.

4. Shortly after the Petition Date, the Debtors filed motions (Docket Nos. 214 and 323) to sell a majority of their assets and to establish an auction process or processes and bid procedures to consummate these sales, and also began the process of marketing their other business units for sale (collectively, the "Sale Processes"). On August 5, 2009 and August 6, 2009, the Debtors held an auction (the "Auction"), pursuant to which MD Investors Corporation ("MD Investors") presented a bid for the assets, which included a cash component, a credit bid component and other consideration. On August 12, 2009, the Court entered an order (Docket No. 674) (the "Sale Order") authorizing the sale to MD Investors of substantially all of the Debtors' assets free and clear of all liens, claims, interests and encumbrances (the "MD Investors Transaction"). The MD Investors Transaction closed on October 16, 2009.

5. The Debtors are in the process of winding down and liquidating their remaining assets and seeking confirmation of a plan of liquidation in these cases. To that end, on January 11, 2010, the Debtors filed their Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. 1180) (as it may be amended, the "Plan") and the related Disclosure Statement (the "Disclosure Statement"). Also on January 11, 2010, the Court entered an order (Docket No. 1187) approving the Disclosure Statement and scheduling a hearing to consider confirmation of the Plan to commence on February 23, 2010.

Jurisdiction

6. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

7. Pursuant to sections 363 and 554 of the Bankruptcy Code, Rules 6004 and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6007-1 of the Local Rules (the "Local Bankruptcy Rules") for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), the Debtors hereby seek the entry of an order authorizing the Debtors to abandon certain real property owned by the Debtors that is burdensome and of inconsequential value and benefit to the Debtors' estates to the State of Ohio, or, in the alternative, to the relevant debtor, Oldco M Lester Precision Die Casting, Inc., effective as of March 5, 2010 (the "Abandonment Date") and for certain related relief. The requested relief is supported by the Declaration of Larry Carroll attached hereto as Exhibit 1 and incorporated herein by reference.

Facts Relevant to Relief Requested

8. The Debtors own certain real property located at 25661 Cannon Road Bedford Heights, Ohio 44146 (and together with the parking lot thereto, the "Bedford Property"), which was previously the site of a manufacturing plant operated by the Debtors (and a related parking lot) (as more fully described in Exhibit 2 hereto). The Debtors have owned the Bedford Property since they purchased the property in 1998. No manufacturing activities have been conducted at the Bedford Property since approximately July 2005. Currently, the Bedford Property has a recorded book value of zero on the Debtors' books and records.

9. The Debtors have made numerous efforts to dispose of the Bedford Property. Upon deciding to cease their operations at the Bedford Property in 2004, the Debtors' initial attempt to sell of the Bedford Property in 2004 was unsuccessful.

10. Specifically, in January 2004, the Debtors transferred possession of the Bedford Property to an individual who retained, under the sale agreement, the ability to terminate

the transaction for up to one year. After selling many pieces of equipment located at the Bedford Property, the individual terminated the transaction in December 2004. Accordingly, much of the infrastructure and equipment necessary to continue manufacturing operations no longer remained at the facility. Moreover, the removal of equipment caused damage to the building and its electrical systems.

11. After an inspection of the Bedford Property by the City of Bedford Heights conducted in the summer of 2005, the Debtors received an inspection report listing close to 60 different violations in need of repair on the Bedford Property. Though the Debtors do not have exact figures on the amount that would need to be expended to repair all damage to the Bedford Property, at least one subsequent purchase offer for the Bedford Property provided for a credit to the potential purchaser of \$300,000 for repairs to be made to the premises.

12. Since that first failed attempt to sell the Bedford Property, the Debtors have repeatedly engaged in discussions with other potential purchasers of the Bedford Property, both with and without the help of a real estate broker. The Debtors have entertained numerous offers but, for various reasons, the Debtors were unable to consummate a sale of the Bedford Property. Certain potential buyers have expressed concern with certain environmental issues at the Bedford Property.¹

13. In addition, as this Court is aware, since before the Petition Date, the Debtors have been engaged in the process of marketing for sale the majority of their assets pursuant to sales to be consummated under section 363 of the Bankruptcy Code. After an extensive, court-supervised marketing and sales process, during which multiple buyers conducted due diligence with respect to the purchase of some or all of the Debtors' assets and

¹ The Debtors are aware of PCB contamination at the Bedford Property but such contamination (1) is contained and (2) does not present an "immediate and identifiable harm" to the public. See ¶¶ 25-27, *infra*.

submitted bids at an auction for certain of the Debtors' major assets, the Debtors entered into, and the Court approved, an agreement for the sale of the majority of the Debtors' assets to MD Investors.

14. No prospective buyer, however, was willing to purchase the Bedford Property during the court-supervised bidding and sales process. Moreover, the Debtors have continued to search for buyers of the Bedford Property postpetition to no avail.

15. The last attempt by the Debtors to sell the Bedford Property was for consideration of a mere \$10.00, with the potential purchaser to take the property "as is, where is." After on and off negotiations for an extended period of time, the Debtors executed a purchase agreement with Cannon Newco LLC that was filed with the Court on February 8, 2010. After completing due diligence, however, the potential purchaser exercised its transaction termination right on February 12, 2010. The Debtors have determined that, at this point, it is more economical to abandon the Bedford Property than to continue to seek to sell the Bedford Property.

16. The Debtors' continued ownership of the Bedford Property burdens the Debtors with substantial costs. The Debtors are required to pay real property taxes, which totaled \$22,490.10 in 2008. An initial assessment for 2009 taxes seeks payment of \$55,742.30. The Debtors also pay for certain limited utilities, maintenance of the fire alarm system and minimal landscaping at a cost of approximately \$29,000 per year. In addition, the Debtors have been informed that there is an outstanding water bill for the Bedford Property in the amount of \$76,000, although the Debtors are contesting the validity of this charge.

17. Because of these continuing costs, and as a result of the Debtors' failed efforts to find any means to sell the Bedford Property for the past six years, the Debtors have concluded that the Bedford Property would likely be a drain on the Distribution Trust (as defined

in the Plan) if transferred to the Distribution Trustee (as defined in the Plan). Moreover, the Distribution Trustee has informed the Debtors that it does not wish to have the Bedford Property transferred to the Distribution Trust pursuant to the Plan. Accordingly, the Debtors have determined, in their reasonable business judgment, to abandon the Bedford Property to the State of Ohio so as not to burden the Distribution Trust, or, in the alternative, to Oldco M Lester Precision Die Casting, Inc., after which such entity will be dissolved pursuant to the Plan and the property administered in accordance with state law.

Basis for the Relief Requested

Abandoning The Bedford Property Is In The Best Interests Of The Debtors' Estates

18. Based upon the foregoing, the Debtors have concluded that the Bedford Property is burdensome and of inconsequential value and benefit to their estates, and, accordingly, the Debtors have concluded that the immediate abandonment of the Bedford Property is in the best interest of the Debtors and their estates.

The Abandonment of the Bedford Property Should Be Approved

19. The abandonment of the Bedford Property is a transaction out of the ordinary course of business that should be approved by the Court under sections 363(b) and 554(a) of the Bankruptcy Code because it represents an exercise of the Debtors' sound business judgment and because the Bedford Property is burdensome and of inconsequential value and benefit to the Debtors' estates.

20. Pursuant to section 363(b)(1) of the Bankruptcy Code, a debtor "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Applicable case law provides that a bankruptcy court should approve a transaction that is out of the ordinary course of a debtor's business if the debtor can demonstrate that it exercised sound business judgment in determining to enter into the

transaction. See Licensing By Paolo, Inc. v. Sinatra (In re Gucci), 126 F.3d 380, 387 (2d Cir. 1997); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983).

21. Section 554(a) of the Bankruptcy Code provides that a debtor-in-possession "may abandon property of the estate that is burdensome to the estate or is of inconsequential value and benefit to the estate." See 11 U.S.C. § 554(a). Section 554(a) of the Bankruptcy Code thus requires two showings. First, the property to be abandoned must be property of the estate. 11 U.S.C. §§ 541 and 554. Second, the property to be abandoned must be burdensome or of inconsequential value or benefit to the debtor's estate. In re Grossinger's Assocs., 184 B.R. 429, 432 (Bankr. S.D.N.Y. 1995). The debtor-in-possession is afforded significant discretion in determining the value and benefits of particular property for purposes of the decision to abandon it. In re Interpictures Inc., 168 B.R. 526, 535 (Bankr. E.D.N.Y. 1994) ("abandonment is in the discretion of the [debtor], bounded only by that of the court"). This right to abandon exists so that "burdensome property" can be removed and the "best interests of the estate" will be furthered. South Chicago Disposal, Inc. v. LTV Steel Co., Inc. (In re Chateaugay Corp.), 130 B.R. 162, 166 (S.D.N.Y. 1991) (quoting In re New York Investors Mutual Group, Inc., 143 F. Supp. 51, 54 (S.D.N.Y. 1956)).

22. The Debtors' decision to abandon the Bedford Property is a product of the Debtors' sound business judgment under section 363 of the Bankruptcy Code and is clearly authorized under section 554 of the Bankruptcy Code. The Debtors have determined to abandon the Bedford Property because, after extensive marketing efforts over several years, the Debtors have been unable to find any buyer for the Bedford Property on any terms. Further, the Bedford Property is burdensome and of inconsequential value and benefit to the Debtors' estates as

continuing to own the property requires the payment of property taxes, certain utilities and other maintenance costs.

23. When property is abandoned, it may revert back to any party with a possessory interest in it. See In re Popp, 166 B.R. 697, 700 (Bankr. D. Neb. 1993) (stating that "[c]ourts have interpreted the legislative history and § 554(b) to mean that abandonment should be to the party with the superior possessory interest"); accord In re St. Lawrence Corp., 239 B.R. 720, 727-28 (Bankr. D.N.J. 1999); Miller v. Generale Bank Nederland, N.V. (In re Interpictures Inc.), 217 F.3d 74, 76 (2d Cir. 2000). In this case, the Debtors propose to abandon the Bedford Property to State of Ohio, which is the state in which the property is situated.

24. In the alternative, should the Court decline to order the abandonment of the Bedford Property to the State of Ohio or the State of Ohio contests such abandonment (and the Debtors choose not to litigate the matter), the Debtors request that the Court approve the abandonment of the Bedford Property by the estate and reversion of the title to the Bedford Property back to the relevant debtor entity. Such abandonment to a debtor is consistent with the mandatory provision of section 554(c) of the Bankruptcy Code. Section 554(c) provides for the "automatic abandonment of scheduled property that has not been administered by the close of the case." 5 Collier on Bankruptcy, ¶ 554.01 (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev. 2009). In a chapter 11 case, this means that property scheduled pursuant to section 521, but not administered by the plan (or otherwise abandoned by court order), is abandoned to the debtor by operation of law at the close of the bankruptcy case. Rosenshein v. Kleban, 918 F. Supp. 98, 102 (S.D.N.Y. 1996). Thus, abandonment under section 554(a) of the Bankruptcy Code to debtor Oldco M Lester Precision Die Casting, Inc. is appropriate because it achieves effectively the same result mandated by section 554(c) of the Bankruptcy Code at the close of the Debtors' cases. See In re Pilz Compact Disc, Inc., 229 B.R. 630, 637 (Bankr. E.D. Pa. 1999) (stating that

"there is little practical distinction between abandonment achieved by motion under section 554(a) and abandonment achieved by inaction under section 554(c)" (citing In re Olson, 930 F.2d 6, 8 (8th Cir. 1991)).

Environmental Concerns Should Not Prevent Abandonment

25. Although the Bedford Property does have certain environmental issues, to the best of the Debtors' knowledge, information and belief, such environmental issues do not present an "immediate and identifiable harm" that would preclude the Debtors from abandoning the property pursuant to section 554 of the Bankruptcy Code.² The United States Supreme Court has held that the "a trustee may not abandon property in contravention of a state statute or regulation that is reasonably designed to protect the public health and safety from identified hazards." Midlantic Nat. Bank v. New Jersey Dep't of Env'tl Protection, 474 U.S. 494, 507 (1986). This exception to the broad scope of the abandonment power under section 554 of the Bankruptcy Code is "narrow" and should only apply "to protect the public health and safety from imminent and identifiable harm." Id. at 507, n.9. Subsequent cases have established that only a demonstration of "imminent and irreparable harm" will suffice to prevent abandonment under section 554 of the Bankruptcy Code. See South Chicago Disposal, Inc. v. LTV Steel, Inc. (In re Chateaugay Corp.), 130 B.R. 162, 167 (S.D.N.Y. 1991) ("Cases following Midlantic have made clear that the only policy concern of the environmental laws that will impinge upon a debtor's otherwise unfettered right to abandon its property is that an imminent and identifiable hazard may not be created."); In re McCrory, 188 B.R. 763, 768 (Bankr. S.D.N.Y. 1995) ("Where there has been a violation of state environmental laws but there is not any imminent harm or danger to the public, abandonment has been permitted.") (citing Borden, Inc. v Wells-Fargo Business Credit (In re Smith-Douglass, Inc.), 856 F.2d 12, 16 (4th Cir. 1988)); In re Unidigital, Inc.,

² The Debtors are aware of PCB contamination on the Bedford Property (as described in more detail below).

262 B.R. 283, 286-87 (Bankr. D. Del. 2001) ("Since the Midlantic decision, the majority of courts have read the exception to abandonment narrowly by disallowing abandonment only where there is an imminent and identifiable harm to the public health or safety.").

26. In this instance, the environmental contamination of the Bedford Property does not present an imminent or identifiable harm. While the Bedford Property does have some contamination from PCB's, the last environmental report commissioned by the Debtors in 2006 found that based on testing "it [did] not appear that underlying groundwater has been impacted by PCB contamination." In addition, the Debtors themselves are entitled to indemnity for any claims brought by third parties related to PCB contamination at the Bedford Property from ITT Automotive, Inc. under the Asset Purchase Agreement by and between ITT Automotive, Inc. and Lester Precision Die Casting, Inc. (a predecessor in interest to the Debtor Oldco M Lester Precision Die Casting, Inc.), dated January 22, 1998 (the "ITT Agreement"). The Debtors would be willing to assign this right of indemnity to the State of Ohio pursuant to state law and the relevant provisions of the ITT Agreement in order to provide the State with the benefit of this indemnity, if desired by the State.

27. The abandonment of the Bedford Property is, therefore, in the best interests of the Debtors' estates and does not present an imminent or identifiable harm to the public. Accordingly, the Debtors request that the Court authorize the Debtors to abandon the Bedford Property to State of Ohio, effective as of the Abandonment Date. In the alternative, the Debtors request the Court enter an order authorizing the abandonment of the Bedford Property to the relevant debtor entity – Oldco M Lester Precision Die Casting, Inc.

Notice

28. Pursuant to the Administrative Order, Pursuant to Rule 1015(c) of the Federal Rules of Bankruptcy Procedure, Establishing Case Management and Scheduling

Procedures (Docket No. 133) (the "Case Management Order"), entered on June 5, 2009, notice of this Motion has been given to (a) the parties identified on the Special Service List and the General Service List (as such terms are defined in the Case Management Order), (b) the Attorney General of the State of Ohio, (c) the Ohio Department of Taxation, (d) the Ohio Environmental Protection Agency, (e) the Cuyahoga County Treasurer, (f) the City of Bedford Heights, (g) the U.S. Environmental Protection Agency, Region 5 and (g) ITT Automotive, Inc. The Debtors respectfully submit that no other or further notice of this Motion is required.

No Prior Request

29. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court (a) enter an order substantially in the form attached hereto as Exhibit 3, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem proper.

Dated: February 16, 2010
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh
Richard H. Engman
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**DECLARATION OF LARRY CARROLL IN SUPPORT
OF MOTION OF DEBTORS AND DEBTORS IN POSSESSION FOR
ENTRY OF AN ORDER AUTHORIZING THE ABANDONMENT OF
CERTAIN REAL PROPERTY LOCATED IN BEDFORD HEIGHTS, OHIO**

I, Larry Carroll, make this Declaration under 28 U.S.C. § 1746 and state the following under penalty of perjury:

1. I am Chief Liquidating Officer of each of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"). I submit this Declaration in support of the Motion of the Debtors and Debtors in Possession for Entry of an Order Authorizing the Abandonment of Certain Real Property Located in Bedford Heights, Ohio (the "Motion"),¹ filed by the Debtors.

2. Except as otherwise stated below, I have personal knowledge of the matters set forth in this Declaration and, if called as a witness, would testify competently to those matters. Certain of the disclosures in this Declaration relate to matters within the knowledge of other employees at the Debtors and are based on information that they have provided to me.

3. The Debtors own certain real property located at 25661 Cannon Road Bedford Heights, Ohio 44146 (and together with the parking lot thereto, the "Bedford Property"),

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

which was previously the site of a manufacturing plant operated by the Debtors (and a related parking lot) (as more fully described in Exhibit 2 to the Motion). The Debtors have owned the Bedford Property since they purchased the property in 1998. No manufacturing activities have been conducted at the Bedford Property since approximately July 2005. Currently, the Bedford Property has a recorded book value of zero on the Debtors' books and records.

4. The Debtors have made numerous efforts to dispose of the Bedford Property. Upon deciding to cease their operations at the Bedford Property in 2004, the Debtors' initial attempt to sell of the Bedford Property in 2004 was unsuccessful.

5. Specifically, in January 2004, the Debtors transferred possession of the Bedford Property to an individual who retained, under the sale agreement, the ability to terminate the transaction for up to one year. After selling many pieces of equipment located at the Bedford Property, the individual terminated the transaction in December 2004. Accordingly, much of the infrastructure and equipment necessary to continue manufacturing operations no longer remained at the facility. Moreover, the removal of equipment caused damage to the building and its electrical systems.

6. After an inspection of the Bedford Property by the City of Bedford Heights conducted in the summer of 2005, the Debtors received an inspection report listing close to 60 different violations in need of repair on the Bedford Property. Though the Debtors do not have exact figures on the amount that would need to be expended to repair all damage to the Bedford Property, at least one subsequent purchase offer for the Bedford Property provided for a credit to the potential purchaser of \$300,000 for repairs to be made to the premises.

7. Since that first failed attempt to sell the Bedford Property, the Debtors have repeatedly engaged in discussions with other potential purchasers of the Bedford Property, both with and without the help of a real estate broker. The Debtors have entertained numerous

offers but, for various reasons, the Debtors were unable to consummate a sale of the Bedford Property. Certain potential buyers have expressed concern with certain environmental issues at the Bedford Property.

8. In addition, since before the Petition Date, the Debtors have been engaged in the process of marketing for sale the majority of their assets pursuant to sales to be consummated under section 363 of the Bankruptcy Code. After an extensive, court-supervised marketing and sales process, during which multiple buyers conducted due diligence with respect to the purchase of some or all of the Debtors' assets and submitted bids at an auction for certain of the Debtors' major assets, the Debtors entered into, and the Court approved, an agreement for the sale of the majority of the Debtors' assets to MD Investors.

9. No prospective buyer, however, was willing to purchase the Bedford Property during the court-supervised bidding and sales process. Moreover, the Debtors have continued to search for buyers of the Bedford Property postpetition to no avail.

10. The last attempt by the Debtors to sell the Bedford Property was for consideration of a mere \$10.00, with the potential purchaser to take the property "as is, where is." After on and off negotiations for an extended period of time, the Debtors executed a purchase agreement with Cannon Newco LLC that was filed with the Court on February 8, 2010. After completing due diligence, however, the potential purchaser exercised its transaction termination right on February 12, 2010. The Debtors have determined that, at this point, it is more economical to abandon the Bedford Property than to continue to seek to sell the Bedford Property.

11. The Debtors' continued ownership of the Bedford Property burdens the Debtors with substantial costs. The Debtors are required to pay real property taxes which totaled \$22,490.10 in 2008. An initial assessment for 2009 taxes seeks payment of \$55,742.30. The

Debtors also pay for certain limited utilities, maintenance of the fire alarm system and minimal landscaping at a cost of approximately \$29,000 per year. In addition, the Debtors have been informed that there is an outstanding water bill for the Bedford Property in the amount of \$76,000, although the Debtors are contesting the validity of this charge.

12. Because of these continuing costs, and as a result of the Debtors' failed efforts to find any means to sell the Bedford Property for the past six years, the Debtors have concluded that the Bedford Property would likely be a drain on the Distribution Trust (as defined in the Plan) if transferred to the Distribution Trustee (as defined in the Plan). Moreover, the Distribution Trustee has informed the Debtors that it does not wish to have the Bedford Property transferred to the Distribution Trust pursuant to the Plan. Accordingly, the Debtors have determined, in their reasonable business judgment, to abandon the Bedford Property to the State of Ohio so as not to burden the Distribution Trust, or, in the alternative, to the Debtor Oldco M Lester Precision Die Casting, Inc., after which such entity will be dissolved pursuant to the Plan and the property administered in accordance with state law.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed February 16, 2010


G. Larry Carroll

EXHIBIT 2

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(Subject to verification by title company and survey)

PARCEL 1 - PLANT

Situated in the City of Bedford Heights, County of Cuyahoga and State of Ohio, and known as being a part of Parcel Nos. 2 and 3 in the Subdivision Plat of D. Loveman & Son and Leo W. Schmidt Company, as recorded in Volume 186 of Maps, Page 67, of the Cuyahoga County Records, also being a part of Original Bedford Township Lot No. 20, and further bounded and described as follows:

Beginning at an iron pin found at the intersection of the center line of Cannon Road, width varies, with the center line of Perkins Road, 60.00 feet wide, said point also being the Southwesterly corner of said Original Lot No. 20:

Thence North 00 deg. 31' 01" West, along said center line of Perkins Road, 40.00 feet to a point therein; Thence South 89 deg. 47' 16" East, 30.00 feet to a point in the Easterly line of said Perkins Road, said point also being in the Northerly line of Cannon Road, as shown on the Map of Rockside Road Extension, recorded in Volume 192 of Maps, Page 60 of Cuyahoga County Records, and the principal place of beginning;

Course No. 1 Thence North 00 deg. 31' 01" West along said Easterly line of Perkins Road, 349.55 feet to a point of curvature in a Southeasterly turnout of Perkins Road Relocation, 60.00 feet wide, as shown on the aforementioned map of Rockside Road Extension;

Course No. 2 Thence Northeasterly, along said Southeasterly turnout of Perkins Road Relocation, said line being the arc of a curve deflecting to the right, said curve having a radius of 35.00 feet and a chord of 49.81 feet, which chord bears North 44 deg. 50' 51" East, 55.42 feet to a point of tangency in the Southerly line of said Perkins Road Relocation;

Course No. 3 Thence South 89 deg. 47' 16" East, along said Southerly line of Perkins Road Relocation, 311.38 feet to a point of curvature therein;

Course No. 4 Thence Southeasterly, continuing along said Southerly line of Perkins Road Relocation, said line being the arc of a curve deflecting to the right, said curve having a radius of 145.00 feet and a chord of 203.75 feet, which chord bears South 45 deg. 09' 03" East, 225.92 feet to a point of tangency in the now Westerly line of said Perkins Road Relocation;

Course No. 5 Thence South 00 deg. 31' 01" East, continuing along said Westerly line of Perkins Road Relocation, 216.38 feet to a point of curvature therein;

Course No. 6 Thence Southwesterly, along a Northwesterly turnout of said Perkins Road Relocation, said line being the arc of a curve deflecting to the right, said curve having a radius of

35.00 feet and a chord of 49.81 feet, which chord bears South 44 deg. 50' 52" West, 55.42 feet to a point of tangency in the aforementioned Northerly line of Cannon Road;

Course No. 7 Thence North 89 deg. 47' 16" West, along said Northerly line of Cannon Road, 287.60 feet to an angle point therein;

Course No. 8 Thence North 84 deg. 04' 39" West, continuing along said Northerly line of Cannon Road, 100.50 feet to an angle point therein;

Course No. 9 Thence North 89 deg. 47' 16" West, continuing along said Northerly line of Cannon Road, 67.08 feet to the principal place of beginning, and containing 4.3030 acres, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 2 - PARKING LOT

Situated in the City of Bedford Heights, County of Cuyahoga and State of Ohio, and known as being a part of Original Bedford Township Lot No. 30, and further bounded and described as follows: Beginning at an iron pin found at the intersection of the center line of Cannon Road, width varies, with the center line of Perkins Road, 60.00 feet wide, said point also being the Northwestern corner of said Original Lot No. 30;

Thence South 00 deg. 25' 09" East, along said center line of Perkins Road, 71.16 feet to a point therein, said point being in the center line of Aurora Road, 80.00 feet wide;

Thence South 57 deg. 20' 48" East, along said center line of Aurora Road, 212.19 feet to a point therein;

Thence North 13 deg. 01' 30" East 42.47 feet to a point in the Northeasterly line of Aurora Road, said point also being at the Southeasterly corner of a parcel of land conveyed to Gus Azzi by deed dated September 25, 1995, and recorded in Volume 95-7658, Page 17 of Cuyahoga County Records and the principal place of beginning:

Course No. 1 Thence South 57 deg. 20' 48" East, along said Northeasterly line of Aurora Road, 163.16 feet to a point therein, said point being in the Northwestern line of Perkins Road Relocation as shown on the Map of Rockside Road Extension, recorded in Volume 192 of Maps, Page 50 of the Cuyahoga County Records;

Course No. 2 Thence North 62 deg. 08' 59" East along said Northwestern line of Perkins Road Relocation, 55.23 feet to a point of curvature therein;

Course No. 3 Thence Northeasterly, continuing along said Northwestern line of Perkins Road Relocation, said line being the arc of a curve deflecting to the left, said curve having a radius of 271.56 feet and a chord of 172.60 feet, which chord bears North 43 deg. 37' 14" East, 175.64 feet a point of compound curvature therein;

Course No. 4 Thence Northwesterly, along a turnout from the Northwesterly line of Perkins Road Relocation to the Southerly line of the aforementioned Cannon Road, said line being the arc of a curve deflecting to the left, said curve having a radius of 35.00 feet and a chord of 59.00 feet, which chord bears North 32 deg. 20' 53" West, 70.18 feet to a point of tangency;

Course No. 5 Thence North 89 deg 47' 16" West along said Southerly line of Cannon Road, 247.47 feet to a point therein, said point being at the Northeasterly corner of the aforementioned land so conveyed to Gus Azzi;

Course No. 6 Thence South 13 deg. 01' 30" West, along the Southeasterly line of said land so conveyed to Gus Azzi, 116.47 feet to the principal place of beginning, and containing 1.0150 acres, be the same more or less, but subject to all legal highways and easements of record.

EXHIBIT B

TAX MAPS

(Subject to verification by title company and survey)

PARCEL 1 - PLANT

Parcel Nos.

791-17-002

791-17-003

791-17-006

791-17-007

791-17-017

PARCEL 2 - PARKING LOT

Parcel Nos.

791-32-006

791-32-007

791-32-039

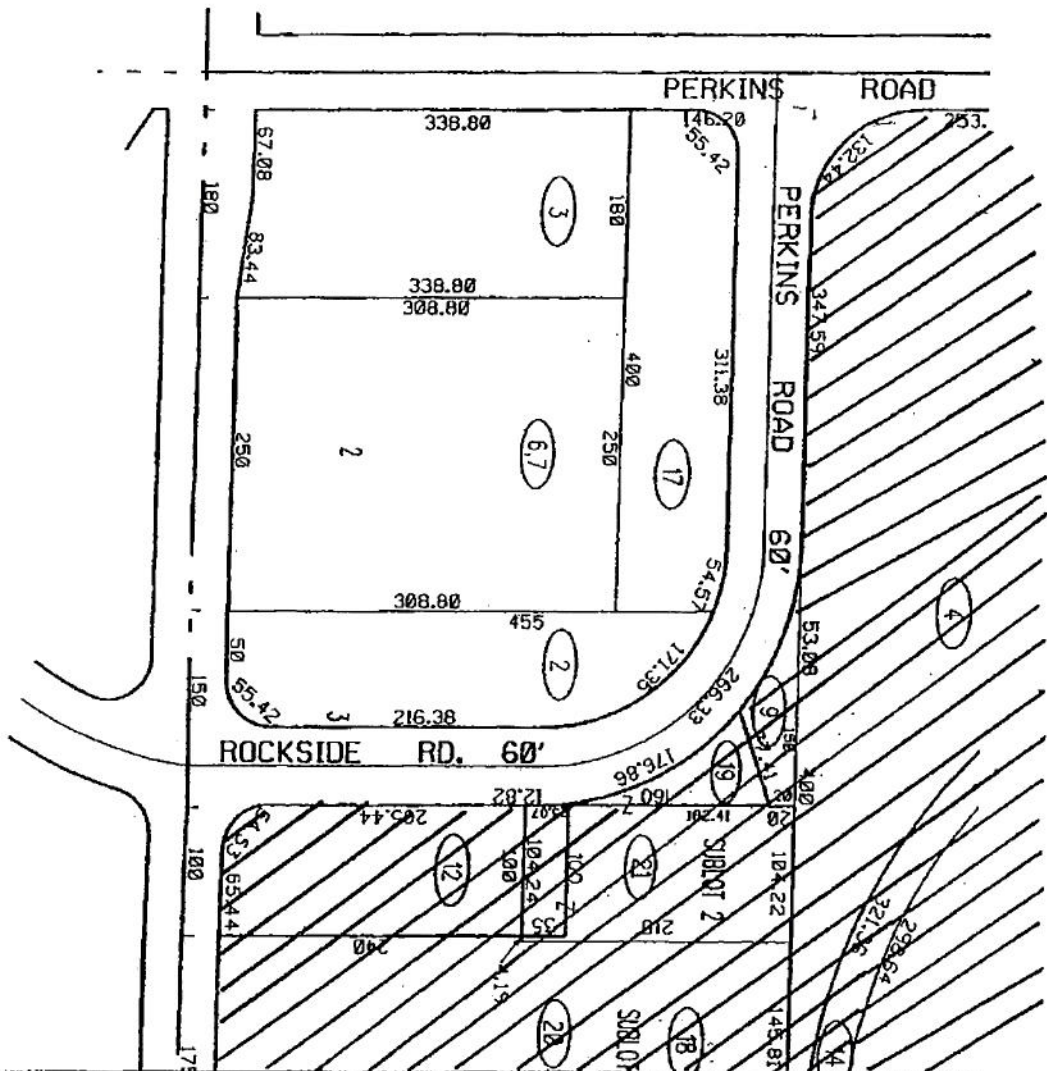
IN & LEO W. SCHMIDT CO. V.186 P.67 3-6-63
 ON V.256 P.42 9-27-91
 CONSOLIDATION V. 317 P. 99 5-20-02
 P.88 2-24-89
 P.11 10-12-05

23 6-13-07
 ON V.355 P.43 3-4-08

15

PARCEL 1 - PLANT

791-17-002
 791-17-003
 791-17-006
 791-17-007
 791-17-017



PARCEL 2 - PARKING LOT

791-32-006
791-32-007
791-32-039

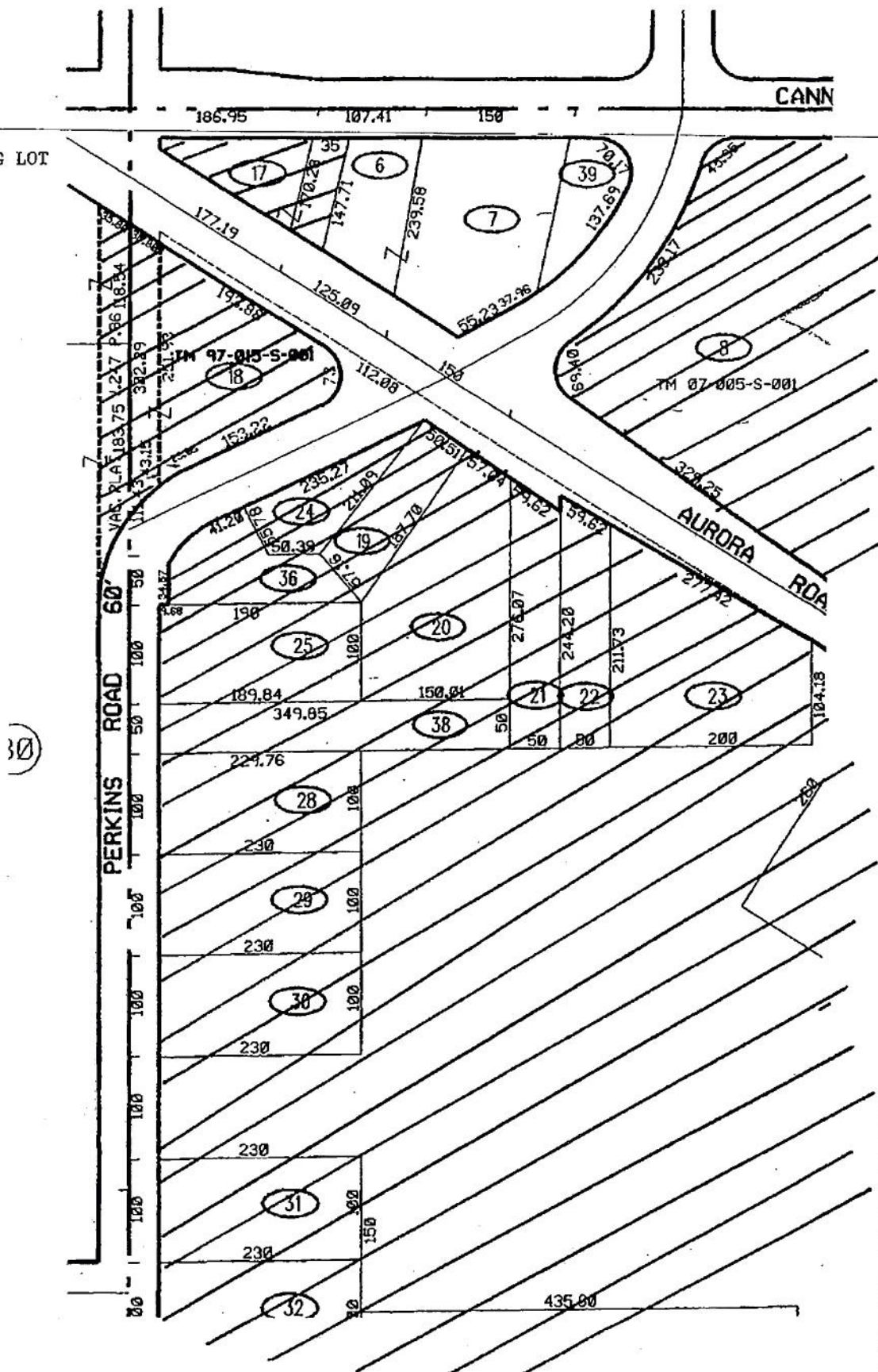


EXHIBIT 3

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

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

**ORDER AUTHORIZING THE DEBTORS TO ABANDON
CERTAIN REAL PROPERTY LOCATED IN BEDFORD HEIGHTS, OHIO**

This matter coming before the Court on the Motion of the Debtors and Debtors in Possession for Entry of an Order Authorizing the Abandonment of Certain Real Property Located in Bedford Heights, Ohio (the "Motion"),¹ filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"); the Court having reviewed the Motion and the Carroll Declaration and having considered the statements of counsel before the Court (the "Hearing"); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, (d) a sound business purpose exists for the relief granted herein, (e) the Bedford Property is burdensome and of inconsequential value and benefit to the Debtors' estates and (f) there is no environmental contamination on the Bedford Property that presents an "imminent and identifiable harm" to the public; and the Court having determined that the legal and factual bases set forth in the Motion and the Carroll Declaration and at the Hearing establish just cause for the relief granted herein; and good and sufficient cause having been shown;

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to abandon the Bedford Property to the State of Ohio, effective as of March 5, 2010.
3. The Debtors are authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate to implement and effectuate the abandonment of the Bedford Property authorized by this Order, including the assignment of any indemnification rights pursuant to state law and the contractual provisions of any relevant agreements.

Dated: New York, New York
_____, 2010

UNITED STATES BANKRUPTCY JUDGE