

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.

**STIPULATION AND ORDER GRANTING
RELIEF FROM THE AUTOMATIC STAY
IN ORDER TO EFFECT SETOFF PURSUANT TO 11 U.S.C. § 553**

This Stipulation and Order (“Stipulation”) is made as of the 15th day of January, 2010, by and between Oldco M Corporation f/k/a Metaldyne Corporation (the “Debtor”) and National Fuel Resources, Inc. (“NFR”) with respect to the following:

RECITALS

A. On May 27, 2009 (“Petition Date”), the Debtor and the other above-captioned debtors and debtors in possession filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

B. The Debtor is operating its businesses and managing its affairs as debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

C. NFR was a supplier of natural gas to the Debtor until July 31, 2009, at which time the Debtor terminated its natural gas purchase agreement with NFR.

D. On September 1, 2009, NFR filed a proof of claim asserting an unsecured claim against the Debtor in the amount of \$4,261.14 arising from the Debtor’s rejection of the natural gas purchase agreement between the Debtor and NFR (“Contract Rejection Claim”).

E. As of the Petition Date, the Debtor owed, and continues to owe, NFR \$4,261.14 for the Contract Rejection Claim (“Debtor Debt”).

F. NFR owes the Debtor \$8,107.06 for excess prepayments for natural gas made by the Debtor prior to the Petition Date (“NFR Debt”).

G. NFR owes the Debtor \$3,957.54 for excess prepayments for natural gas made by the Debtor after the Petition Date.

H. NFR has advised the Debtor that NFR intends to file a motion for relief from the automatic stay for the purposes of effecting setoff of the NFR Debt against the Debtor Debt pursuant to Section 553 of the Bankruptcy Code (the “Setoff”).

I. NFR and the Debtor desire to avoid the time, cost and uncertainty of litigation and desire to permit NFR to exercise the Setoff pursuant to the terms of this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED among the undersigned that:

1. All of the foregoing recitals are specifically incorporated into this Stipulation and made a part hereof.

2. Upon the Bankruptcy Court’s approval of this Stipulation, NFR shall be granted relief from the automatic stay to the extent necessary to setoff the NFR Debt against the Debtor Debt, which shall satisfy NFR's Contract Rejection Claim.

3. NFR agrees that it will make the necessary application to secure Bankruptcy Court approval of this Stipulation.

4. NFR shall pay to the Debtor the amount of \$7,803.46, via wire transfer, within ten business days of the Bankruptcy Court's approval of this Stipulation.

5. Proofs of claim numbered 3435, 3460 and 3461 shall be deemed withdrawn with prejudice.

6. In the event that this Stipulation is not approved by the Bankruptcy Court, it shall be deemed null and void, and the parties' agreement herein shall not be allowed or permitted to be used against any of the parties in any litigation regarding such claims or disputes.

7. Each of the parties acknowledges that it has read all of the terms of this Stipulation and enters into this Stipulation voluntarily and without duress. Each party shall bear its own costs in connection with this Stipulation.

8. This Stipulation shall be deemed to have been jointly drafted by the parties, and in construing and interpreting this Stipulation, no provision shall be construed and interpreted for or against any of the parties because such provision or any other provision of the Stipulation, or the Stipulation as a whole, was purportedly prepared or requested by such party.

9. This Stipulation, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, and any action or proceeding to enforce the rights and obligations of the parties arising out of this Stipulation shall be brought in the United States Bankruptcy Court for the Southern District of New York.

10. The terms of this Stipulation shall be binding upon the Debtor and NFR, and each of their respective successors and assigns, including without limitation any Chapter 11 trustee appointed in the Cases and any trustee for the Debtor in a case under Chapter 7 of the Bankruptcy Code into which these Cases may be converted.

11. This Stipulation may be executed in counterparts. Signatures by facsimile or in Portable Document Format shall be deemed to constitute originals, and all originals together shall be deemed to constitute one document.

12. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Stipulation.

[Signature Page Follows]

Respectfully Submitted,

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Counsel to the Debtors and Debtors in Possession

SO ORDERED this 17th day
of February, 2010

/s/ Martin Glenn
UNITED STATES BANKRUPTCY JUDGE