

**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
)
)

**SEVENTH OMNIBUS ORDER APPROVING
ASSUMPTION AND ASSIGNMENT TO MD INVESTORS**

This matter coming before the Court on the motion, dated June 15, 2009 (Docket No. 214), of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for, among other things, the entry of an order authorizing and approving the sale of substantially all of the assets related to the Debtors’ powertrain business group and authorizing the assumption and assignment of certain executory contracts and unexpired leases of the Debtors in connection therewith (the “Powertrain Sale Motion”); and the motion, dated June 25, 2009 (Docket No. 323), for, among other things, entry of an order authorizing and approving the sale of substantially all of the assets related to the Debtors’ chassis business group and authorizing the assumption and assignment of certain executory contracts and unexpired leases of the Debtors in connection therewith (the “Chassis Sale Motion”, and together with the Powertrain Sale Motion, the “Sale Motions”); and the Court having approved the Sale Motions and the Asset Purchase Agreement, dated as of August 7, 2009 (the “Agreement”)¹, by and between MD Investors Corporation (“MD Investors”)² and Metaldyne Corporation (“Metaldyne”), as set forth in that certain Order (I) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sale Motions or in the Agreement, as indicated by the context.

² For purposes of this Order, the term MD Investors includes its wholly-owned subsidiary Metaldyne LLC.

of All Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith and (III) Granting Related Relief (Docket No. 674) (the “Sale Order”); the closing of the transaction contemplated by the Agreement having occurred on October 16, 2009 (the “Closing”); due notice of the assumptions and assignments set forth herein having been provided in the contract and cure schedules filed with this Court (Docket Nos. 352, 429, 799, 812, 833, 893, 982, 999, 1015, 1069 and 1087) and no other or further notice needing to be provided; the assumptions and assignments set forth herein being in the best interests of the Debtors, their estates and creditors and all parties in interest in these cases; and upon the record of these cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby **ORDERED**

1. Pursuant to sections 363 and 365 of the Bankruptcy Code and paragraphs 17 through 24 of the Sale Order, and upon the payment of the cure amounts set forth on Exhibit A hereto, the assumption by the Debtors and assignment to MD Investors of the executory contracts and unexpired leases set forth on Exhibit A hereto (collectively, the “Assumed Contracts”) is approved effective as of the Closing.

2. Payment of the cure amounts set forth on Exhibit A hereto shall be in full satisfaction of any and all defaults through the date hereof under the Assumed Contracts, whether monetary or non-monetary. Each nondebtor counterparty to an Assumed Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or MD Investors, its successors or assigns or the property of any of them, any default existing as of the date of hereof if such default was not raised or asserted prior to the date hereof.

3. MD Investors has demonstrated adequate assurance of future performance with respect to the Assumed Contracts and has satisfied the requirements of the Bankruptcy Code, including sections 365(b)(1) and (3) and 365(f)(2)(B).

4. MD Investors is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: February 17, 2010
New York, New York

/s/ Martin Glenn
United States Bankruptcy Judge

Exhibit A

Assumed Contracts

<u>Contract</u>	<u>Counterparty Address</u>	<u>Cure Amount</u>
Schedule No. 3, dated 02/04/2005, to the Master Lease Agreement between General Electric Capital Corporation and Metaldyne Company LLC, dated 12/30/2004, by and between AIG Commercial Equipment Finance, Inc. and Metaldyne Company LLC	AIG Commercial Equipment Finance, Inc. 5700 Granite Parkway, Suite 850 Plano, Texas 75024 c/o Dan Rouse, dan.rouse@aig.com and William S. Anderson Ryan O. Lawlor Vedder Price P.C. 222 N. LaSalle, Suite 2600 Chicago, IL 60601 rlawlor@vedderprice.com	\$0.00, plus a replacement letter of credit in conformance with Schedule No. 3 to the Master Lease Agreement
Truck Lease Agreement, commencing on 4/11/2007 by and between Windfall Products, Inc. and Navistar Leasing Company	Navistar Leasing Company 425 N Martingale Road 18th Floor Schaumburg, IL 60173 Frank C. Dell'Amore Jaspan Schlesinger LLP 300 Garden City Plaza Garden City, NY 11530 fdellamore@jaspanllp.com	\$852.76
Bluffton and Fremont POs between Metaldyne Machining and Assembly Company and ThyssenKrupp Waupaca, Inc.	ThyssenKrupp Waupaca, Inc. 805 Ogden St Marinette, WI 54143 Andrew W. Muller Stinson Morrison Hecker LLP 1201 Walnut, Suite 2900 Kansas City, MO 64106 amuller@stinson.com	\$416,605.00