

DEILY, MOONEY & GLASTETTER, LLP
8 Thurlow Terrace
Albany, New York 12203
(518) 436-0344
Martin A. Mooney, Esq. (MM 8333)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

**NOTICE OF MOTION FOR RELIEF
FROM AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)**

OLDCO M CORPORATION
aka MASCO TECH, INC.
aka MASCO TECH HARBOR, INC.
aka RIVERSIDE ACQUISITION CORPORATION
aka METALDYNE SUBSIDIARY INC.
fka METALDYNE CORPORATION,

Debtor.

Case No. 09-13412-MG
(Chapter 11)

SIRS:

PLEASE TAKE NOTICE that upon the Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), of creditor, Toyota Motor Credit Corporation, dated February 16, 2010, the undersigned will move at a hearing to be held at the United States Bankruptcy Court, U.S. Courthouse, One Bowling Green, New York, New York on the 15th day of March, 2010 at 11:00 a.m. of that day, or as soon thereafter as counsel can be heard, for an Order, pursuant to 11 U.S.C. Section 362(d)(1), granting such creditor relief from automatic stay, or, in the alternative, directing the debtor, above-named, to immediately provide for the adequate protection of any property subject to the ownership interests of such creditor; and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 9006-1, Local Rules of Bankruptcy Practice for the Southern District of New York, answering papers and memoranda of law, if any, must be filed with the Court and served upon the undersigned so as to be received by the undersigned no later than seven (7) days before the return date of this motion.

DATED: February 16, 2009
Albany, New York

Yours, etc.

/s/ Martin A. Mooney
Martin A. Mooney, Esq.
DEILY, MOONEY & GLASTETTER, LLP
Attorneys for Creditor
Toyota Motor Credit Corporation
8 Thurlow Terrace
Albany, New York 12203-1006
Tel. (518) 436-0344

09.08510

TO:

Christopher Marcus, Esq.
Attorney for Debtor
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

Office of the U.S. Trustee
33 Whitehall Street, 21st Floor
New York, NY 10004-2112

Oldco M Corporation aka Masco Tech, Inc.
aka Masco Tech Harbor, Inc.
aka Riverside Acquisition Corporation
aka Metaldyne Subsidiary Inc.
fka Metaldyne Corporation (Debtor)
Attn: Larry Carroll
47603 Halyard Drive
Plymouth, MI 48170

Proposed Counsel for the
Official Committee of Unsecured Creditors
Mark D. Silverscholtz, Esq.
Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

DEILY, MOONEY & GLASTETTER, LLP
8 Thurlow Terrace
Albany, New York 12203
(518) 436-0344
Martin A. Mooney, Esq. (MM 8333)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

**MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)**

OLDCO M CORPORATION
aka MASCO TECH, INC.
aka MASCO TECH HARBOR, INC.
aka RIVERSIDE ACQUISITION CORPORATION
aka METALDYNE SUBSIDIARY INC.
fka METALDYNE CORPORATION,

Debtor.

Case No. 09-13412-MG
(Chapter 11)

Toyota Motor Credit Corporation, by its counsel, DEILY, MOONEY & GLASTETTER, LLP as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), or, in the alternative, for adequate protection, states the following as grounds therefor:

1. On May 27, 2009, the debtor, above named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 11, U.S.C., in the United States Bankruptcy Court, for the Southern District of New York.

2. The Court has jurisdiction to entertain this motion under 28 U.S.C. Section 157.

3. Toyota Motor Credit Corporation (hereinafter "Toyota") is the record owner of the following forklifts:

one (1) 2005 Toyota Forklift Model 7FGCU30 (Serial No. 67549)
one (1) 2005 Toyota Forklift Model 7FGCU30 (Serial No. 67547)
one (1) 2005 Toyota Forklift Model 7FGCU30 (Serial No. 67533)

4. Pursuant to 11 U.S.C. Section 362, upon the commencement of the instant bankruptcy case, Toyota is stayed from taking any action against the debtor to obtain liquidate the leased property.

5. On December 26, 2002, Bell Fork Lift, Inc. (hereinafter "dealer"), as lessor and the debtor, as lessee, entered into a Commercial Lease Agreement (hereinafter "Lease") pursuant to which the debtor leased the forklift from the dealer at the rate of \$1,723.50 per month for a term of sixty (60) months. A copy of the Lease and UCC Financing Statement are collectively annexed hereto as Exhibit "A" and made a part hereof.

6. Pursuant to the terms and provisions thereof, and for good and valuable consideration, the Lease was duly assigned by the dealer to Toyota, which is now the holder and owner of same. As of February 16, 2010, the debtor was in default of the payment obligations to Toyota pursuant to the terms and conditions of Lease as follows:

- a. Net balance due: \$27,304.47
- b. Pre-Petition arrears: \$1,723.50 for the months of February, 2009 through May, 2009, together with contractual late charges.
- b. Post-petition arrears: \$1,723.50 for the months of June, 2009 through January, 2010, together with applicable late charges.

(NOTE: The foregoing does not represent any amounts which may be due for costs and attorneys' fees as may be allowed by the Court.)

7. Toyota has ascertained that the average resale value of the forklift is \$14,250.00.
8. Pursuant to the terms and conditions of the Lease, upon the failure of the Lessee to cure any default thereunder, which include non-payment of rental charges, Toyota is entitled to immediate possession of the forklifts
9. Upon information and belief, the forklifts have been surrendered.
10. It is respectfully asserted that Toyota's interest in the forklifts will not be adequately protected if the automatic stay is allowed to remain in effect.
11. Accordingly, sufficient cause exists to grant Toyota relief from the automatic stay herein, which includes, but is not limited to, the following:
 - a. The debtor is in default under the terms and provisions of the Lease by, among other things, failing to make the monthly payments due thereunder;
 - b. The ownership interests of Toyota with respect to the forklifts are not adequately protected as envisioned under 11 U.S.C. Section 361; and
 - c. The forklifts, by their intrinsic nature, is mobile, thereby subject to the foreseeable possibility of injury thereto by way of accident or collision.
12. It is respectfully submitted that Toyota is in a more advantageous position to obtain an optimum price for the sale of the forklifts, thereby increasing the possibility of avoiding a deficiency balance on this account, thereby removing such creditor as a potential unsecured claimant in this case.

13. No prior application for the relief requested herein has been made.

WHEREFORE, Toyota Motor Credit Corporation respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. Section 362 granting Toyota relief from automatic stay in order to dispose of its property, and for such other and further relief as to the Court may seem just and proper.

DATED: February 16, 2010
Albany, New York

TOYOTA MOTOR CREDIT CORPORATION
By Its Counsel

/s/ Martin A. Mooney
Martin A. Mooney, Esq.
DEILY, MOONEY & GLASTETTER, LLP
8 Thurlow Terrace
Albany, New York 12203-1006
Tel. (518) 436-0344

09.08510