Presentment Date: October 12, 2010 at 12:00 P.M. (E.S.T.)
Objection Deadline: October 12, 2010 at 11:30 A.M. (E.S.T.)

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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
STIPULATION AND AGREED ORDER AMONG
OLDCO M DISTRIBUTION TRUST, WHITSETT MANUFACTURING, LLC
AND WELLS FARGO BANK N.A. REGARDING THE ALLOWANCE OF CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. The undersigned will present the proposed stipulation and agreed order (the "Stipulation") attached hereto as Exhibit 1 made between Oldco M Distribution Trust (the "Distribution Trust"), Whitsett Manufacturing, LLC ("Whitsett") and Wells Fargo Bank N.A., as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2004-C1 ("Wells Fargo"), 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 **October 12, 2010, at 12:00 p.m. (Eastern Standard Time)** (the "Presentment Date").

2. 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 Notice of Presentment 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) counsel to Whitsett; and (c) counsel to Wells Fargo. The Debtors submit that no other or further notice need be provided.

3. 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 Case Management Order so as to be actually received by the Court and the notice parties in paragraph 2 above not later than **11:30 a.m. (Eastern Standard Time) on October 12, 2010** (the "Objection Deadline").

4. If no objections are timely filed and served with respect to the entry of the Stipulation, the Distribution Trust 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.

5. Copies of this Notice of Presentment, the Case Management Order, the Special Service List and the General 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: October 4, 2010
New York, New York

Respectfully submitted,

/s/ Ryan Routh

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ATTORNEYS FOR OLDCO M DISTRIBUTION TRUST

<u>EXHIBIT 1</u>

Stipulation

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)

STIPULATION AND AGREED ORDER AMONG OLDCO M DISTRIBUTION TRUST, WHITSETT MANUFACTURING, LLC AND WELLS FARGO BANK N.A. REGARDING THE ALLOWANCE OF CLAIMS

The Oldco M Distribution Trust (the "Trust"), Whitsett Manufacturing LLC ("Whitsett") and Wells Fargo Bank N.A., as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2004-C1 ("Wells Fargo"), by and through their respective authorized representatives, do hereby stipulate and agree as follows:

RECITALS

A. On May 27, 2009 (the "Petition Date"), Oldco M Corporation (f/k/a Metaldyne Corporation) and 30 of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). By an order entered on May 29, 2009 (Docket No. 65), the Debtors' chapter 11 cases were consolidated for procedural purposes and thereafter were jointly administered under case number 09-13412 (MG).

B. On January 11, 2010, the Debtors filed their Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. 1180) (the "Plan") and a related disclosure statement. On February 23, 2010, the Court entered an order confirming the Plan and substantively consolidating these bankruptcy cases (Docket No. 1384) (the "Confirmation Order") and, on March 30, 2010, the Plan became effective (the "Effective Date"). Pursuant to the Confirmation Order and Sections III.A-C of the Plan, as of the Effective Date the Debtors were dissolved, the Trust was created, and Executive Sounding Board Associates, Inc. was appointed trustee of the Trust in order to liquidate the Debtors' remaining assets (including any claims and causes of action possessed by the Debtors), litigate and resolve claims filed against the Debtors' estates, make distributions to creditors and take other actions permitted by Section III.C of the Plan.

C. Kirco Whitsett Manufacturing LLC (predecessor in interest to Whitsett), as landlord, and Debtor Oldco M Company LLC (f/k/a Metaldyne Company, LLC) ("Oldco M Company"), as tenant, were parties to a lease agreement dated July 14, 2003 (the "Lease"), pursuant to which Whitsett leased to Oldco M Company a facility located in Greensboro, North Carolina (the "Leased Premises"). Whitsett has advised that Wells Fargo is in possession of the $1,146,215.50 cash security deposit under the Lease (the "Security Deposit"). Pursuant to an assignment of leases and rents dated December 24, 2003, between Whitsett and a predecessor in interest to Wells Fargo, Whitsett assigned to Wells Fargo its right, title and interest in and to the Lease. Pursuant to an order entered by the Bankruptcy Court on December 17, 2009 (Docket No. 1127), the Lease was rejected effective as of December 31, 2009.

D. After the Lease was rejected, Whitsett timely filed proof of claim number 3629 against the chapter 11 estate of Oldco M Company, asserting an unsecured

nonpriority claim in the amount of $2,857,529.50 for damages based on the rejection of the Lease ("Claim 3629"). Similarly, Wells Fargo timely filed proof of claim number 3623 against the chapter 11 estate of Oldco M, asserting an unsecured nonpriority claim in the amount of $2,316,500.00 for damages based on the rejection of the Lease ("Claim 3623"). At the time that Claim 3629 and Claim 3623 were filed, Whitsett and Wells Fargo were unaware that the other was filing a claim relating to the Lease. Additionally, Whitsett has timely filed an application for allowance of administrative expenses in the amount of "at least $150,629.46" (Docket No. 1542) (Proof of Claim No. 3698) (collectively, the "Asserted Administrative Claim," and, together with Claim 3629 and Claim 3623, the "Claims").

E. Specifically, in its Court filings, Whitsett has asserted administrative claims for (1) the Debtors' alleged breach of the Lease arising from Advantage Machinery Services, Inc.'s imposition of a lien on the Leased Premises, (2) real property taxes payable under the Lease, plus interest and penalties, (3) costs incurred for assessments relating to environmental contamination at the Leased Premises, as well as potential costs to remediate such environmental contamination, (4) a post-rejection electric bill and (5) a partially pre-rejection, partially post-rejection water bill. The Trust disputes various of the Claims.

F. The Trust, Whitsett and Wells Fargo have agreed to fully and finally resolve all of the Claims on the terms and conditions set forth herein.

G. The Trust, Whitsett and Wells Fargo have agreed that Whitsett is entitled to an administrative claim in the amount of $36,621.00 (the "Administrative Claim").

H. The Trust, Whitsett and Wells Fargo have agreed that Wells Fargo is entitled to an unsecured nonpriority claim in the amount of $2,761,409.50 on account of the Debtors' rejection of the Lease (the "Prepetition Claim"). The Prepetition Claim shall be setoff

against the Security Deposit, leaving an allowed unsecured nonpriority claim in favor of Wells Fargo in the amount of $1,615,194.00.

AGREEMENT

NOW, THEREFORE, the Trust, Whitsett and Wells Fargo agree and the Court hereby ORDERS as follows:

1. Allowance of Prepetition Claim. The setoff described in Recital H above is hereby approved. Claim 3623 shall be allowed against the substantively consolidated estates of the Debtors as an unsecured nonpriority claim in the amount of $1,615,194.00 in favor of Wells Fargo (the "Allowed Prepetition Claim").

2. Withdrawal of Claim. Claim 3629 is hereby deemed withdrawn with prejudice.

3. No Adjudication of Rights Between Creditors. The allowance of Claim 3623 and withdrawal of Claim 3629 shall not alter the rights of Whitsett and Wells Fargo against one another, all such rights between such parties being preserved.

4. Allowance of Administrative Claim. Whitsett shall have an allowed administrative claim, not subject to setoff or defense, against the substantively consolidated estates of the Debtors in the amount of $36,621.00 on account of the Asserted Administrative Claim (the "Allowed Administrative Claim").

5. Payment of Allowed Administrative Claim. The Trust shall make a payment to Erman, Teicher, Miller, Zucker & Freedman Client Trust Account re: Whitsett no later than 15 calendar days after the Court's approval and entry of this Stipulation and Agreed Order in the amount of $36,621.00 in full and complete satisfaction of the Asserted Administrative Claim.

6. Releases and Covenants Not to Sue: This Stipulation and Agreed Order shall resolve any and all liability owing from the Trust, the Debtors' estates, the Debtors or their successors and assigns related to the Debtors' use of the Leased Premises, any obligations under the Lease, or claims asserted in the Asserted Administrative Claim. Other than the Allowed Prepetition Claim and the Allowed Administrative Claim expressly allowed herein, Whitsett and Wells Fargo agree that any and all claims or causes of action they may have against the Trust, the Debtors' estates, the Debtors or any of their respective affiliates, subsidiaries, predecessors, successors, employees, agents, attorneys, directors, officers, stockholders, administrators, personal representatives and assigns (collectively, the "Debtor Covered Parties") arising on, before or after the Petition Date, whether in law or in equity, direct or indirect, known or unknown, previously asserted or not yet asserted, relating to the Debtors' use of the Leased Premises, any claims under the Lease, or claims asserted in the Asserted Administrative Claim, are hereby waived, discharged and released as to the Debtor Covered Parties. Whitsett and Wells Fargo further agree not to file a further claim against, commence a lawsuit or other proceeding against or sue the Debtor Covered Parties in the Bankruptcy Court or any other forum for any claims or causes of action released by this paragraph, other than to enforce its rights under this Stipulation and Agreed Order. However, nothing herein shall be construed as a waiver of any defense which Whitsett and Wells Fargo may have in connection with any litigation which may be commenced against them by the Trust, all such defenses being fully preserved.

7. Miscellaneous: This Stipulation and Agreed Order constitutes the entire agreement between the parties with respect to the matters addressed herein and may not be modified except in a writing signed by the parties or further order of the Bankruptcy Court. This

Stipulation and Agreed Order may be executed by the parties in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Bankruptcy Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to this Stipulation and Agreed Order.

WHEREFORE, the undersigned have executed this Stipulation and Agreed Order on behalf of the parties hereto.

/s/ Dianne S Ruhlandt

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ATTORNEY FOR WHITSETT MANUFACTURING LLC

/s/

Name: STEVEN SZYMADSKI
Title: AUTHORIZED AGENT + MEMBER
WHITSETT MANUFACTURING LLC

/s/

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ATTORNEYS FOR OLDCO M DISTRIBUTION TRUST

SO ORDERED:

Dated: _____, 2010
New York, New York

_____
UNITED STATES BANKRUPTCY JUDGE

CLI-1798350v5