

**EXHIBIT 3**

**[Form of Sale Notice]**

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Proposed Attorneys for Debtors  
and Debtors in Possession

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

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In re : Chapter 11  
Metaldyne Corporation, *et al.*, : Case No. 09-13412 (MG)  
Debtors. : (Jointly Administered)  
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**NOTICE OF SALE AND SOLICITATION OF BIDS TO PURCHASE  
CERTAIN ASSETS RELATED TO THE DEBTORS' POWERTRAIN GROUP,  
TERMS AND CONDITIONS OF BIDDING PROCEDURES AND ASSUMPTION  
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. Metaldyne Corporation ("Metaldyne"), one of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), has entered into a stalking horse agreement with a potential purchaser for the sale of its powertrain business (the "Sale

Transaction"). Specifically, Metaldyne has executed a stalking horse Purchase Agreement (including all exhibits, schedules and ancillary agreements related thereto, the "Agreement") to sell certain of the assets (the "Powertrain Assets") of the Metaldyne Companies related to their powertrain business (the "Powertrain Group") to RHJ International, S.A. ("RHJI") or its designee, subject to higher and better offers.

2. The Metaldyne Companies' Powertrain Group is a leading manufacturer of a broad range of powertrain components, sub-assemblies and modules, including steel powder metal connecting rods and engine bearing caps, aluminum castings (including valve bodies, clutch modules, balance shaft modules, front cover assemblies, differential cases and crankshaft dampers) and tubular fabricated products that are used for a variety of applications. The Powertrain Group contains a number of sub-groups, including a sintered products group (which includes powder metal and connecting rod units), a vibration control products group and a powertrain products group (which includes tubular fabrication units). The Powertrain Group operates 11 domestic and 10 foreign manufacturing facilities and holds approximately 60% of the assets of the Metaldyne Companies, based upon book values.

3. The Debtors' ability to close the Sale Transaction contemplated by the Agreement is subject to higher and better offers and the approval of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Accordingly, the Debtors are soliciting offers for the purchase of the Powertrain Assets, and the Bankruptcy Court has entered an order (the "Bidding Procedures Order") approving auction and sale procedures (the "Bidding Procedures") for the Powertrain Assets.<sup>1</sup> Capitalized terms not

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<sup>1</sup> A copy of the Bidding Procedures Order is attached hereto as Exhibit 1. **[Footnote omitted from publication version of notice.]**

otherwise defined herein have the meanings given to them in the Bidding Procedures Order or the Bidding Procedures.

4. In a motion (the "Sale Motion") filed with the Bankruptcy Court on June 15, 2009, the Debtors proposed to: (a) sell certain of the Powertrain Assets owned by the Debtors (the "Debtor Powertrain Assets") to RHJI (or another Successful Bidder) free and clear of all liens, claims, or encumbrances thereon, with all such interests in the Debtor Powertrain Assets to be transferred, and attach, to the proceeds of the Sale Transaction with the same validity and priority (except for certain assumed liabilities specifically described in the Agreement or an agreement with another Successful Bidder); and (b) assume and assign certain executory contracts and unexpired leases of the Debtors (any such contract, a "Debtor Contract") to RHJI (or other Successful Bidder). You may obtain a copy of the Sale Motion and the Agreement by: (a) sending a written request to Jones Day, 901 Lakeside Avenue, North Point, Cleveland, Ohio 44114 (Attention: Betty Yakovich), Facsimile: (216) 579-0212; or (b) accessing the website of the Debtors' claims and noticing agent, BMC Group, at [www.bmcgroup.com](http://www.bmcgroup.com). No later than July 5, 2009, the Debtors will file a list of the Debtor Contracts which the Debtors propose to assume and assign in connection with the Sale Transaction and the cure costs associated with the assumption of such Debtor Contracts (the "Contract and Cure Schedule"). When completed, a copy of the Contract and Cure Schedule will be available for all interested parties and shall be served by the Debtors on those parties that originally received a copy of this Notice pursuant to the Sale Motion. In addition, each of the nondebtor parties identified on the Contract and Cure Schedule not already served with a copy of this Notice will receive a copy of the Contract and Cure Schedule, along with the Sale Notice and the Bidding Procedures Order by first class mail.

5. As part of the Agreement, the Debtors and RHJI will seek an order from the Bankruptcy Court stating that RHJI is not liable for certain claims related to or connected with the Powertrain Assets prior to closing as more fully set forth in the Agreement.

6. The Bankruptcy Court has scheduled an auction of the Powertrain Assets (the "Auction") for **July 24, 2009 at 10:00 a.m. (Prevailing Eastern Time)** at the offices of Jones Day, 222 East 41st Street, New York, New York 10017. All interested parties are invited to submit a Qualifying Bid to purchase the Powertrain Assets.

7. A hearing to approve the Agreement and the sale of the Powertrain Assets to RHJI or a Successful Bidder other than RHJI is scheduled to be conducted on **July 27, 2009 at 10:00 a.m. (Prevailing Eastern Time)**, in Room 501 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004, or as soon thereafter as counsel may be heard.

8. Except as provided in paragraphs 9 through 11 below, to be considered, objections to the Sale Motion or any of the relief sought therein must (a) be in writing, (b) state the basis of such objection with specificity, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York, (d) be filed with the Bankruptcy Court and served in accordance with the rules of the Bankruptcy Court upon: (1) Metaldyne Corporation, 47603 Halyard Drive, Plymouth, Michigan 48170-2429 (Attn: David McKee, Esq., General Counsel); (2) counsel for the Debtors, Jones Day, 222 East 41st Street, New York, New York 10017 (Attn: Richard H. Engman, Esq.) and Jones Day, 901 Lakeside Avenue, North Point, Cleveland, Ohio 44114 (Attn: Heather Lennox, Esq. and Ryan T. Routh, Esq.); (3) counsel to the Creditors' Committee, Reed Smith LLP, 1201 Market Street, Suite 1500, Wilmington, Delaware 19801 (Attn: Kurt F. Gwynne, Esq.);

(4) counsel to the DIP Agent, White & Case, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Eric F. Leicht, Esq. and Scott Greissman, Esq.); and (4) counsel to RHJI, Cravath, Swaine & Moore, LLP, Worldwide Plaza, 825 Eighth Avenue, New York, New York 10019-7475 (Attn: Thomas Dunn, Esq. and Richard Levin, Esq.) (the "Notice Parties"), so as to be actually received **no later than 4:00 p.m. (Prevailing Eastern Time) on July 23, 2009.**

9. Any objections to any proposed cure amount(s) for any Debtor Contract (any such objection, a "Cure Objection") must be in writing and filed with the Court and served on the Notice Parties so as to be received **no later than 4:00 p.m. (Prevailing Eastern Time) on July 20, 2009.** If no timely Cure Objection is filed and served with respect to a Debtor Contract, the cure amounts identified in the Contract and Cure Schedule with respect to the Debtor Contracts will be the only amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under such contracts.

10. Any objections to the provision of adequate assurance of future performance under any Debtor Contract (any such objection, an "Adequate Assurance Objection"), must be filed with the Court and served on the Notice Parties so as to be received **no later than 4:00 p.m. (Prevailing Eastern Time) on July 24, 2009.** If no timely Adequate Assurance Objection is filed and served with respect to a Debtor Contract, RHJI (or a Successful Bidder other than RHJI) will be deemed to have provided adequate assurance of future performance under the Debtor Contract in accordance with section 365(f)(2)(B) of the Bankruptcy Code.

11. Any objections to the assumption and assignment of Additional Contracts (as such term is defined in the Bidding Procedures Order), including but not limited to any objections to the provision of adequate assurance or the proposed Cure Cost associated with an

Additional Contract, must be filed with the Court and served so as to be received no later than 4:00 p.m. (Eastern Time) on the date that is 5 days following the Debtors' delivery of notice to an affected counterparty of the proposed assumption and assignment of such Additional Contract and of any Cure Costs associated therewith.

12. The Auction and/or Sale Hearing may be adjourned, from time to time, without further notice to creditors or parties in interest other than by announcement of the adjournment in open court or on the Bankruptcy Court's calendar.

Dated: June \_\_, 2009  
New York, New York

Respectfully submitted,

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PROPOSED ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**EXHIBIT 1**

**[Omitted from Publication Version]**



**EXHIBIT 2**

**[Omitted from Publication Version]**