

EXHIBIT 5

[Form of Approval Order]

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

-----X
In re : Chapter 11
Metaldyne Corporation, *et al.*, : Case No. 09-13412 (MG)
Debtors. : (Jointly Administered)
-----X

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL ASSETS RELATED TO THE DEBTORS' POWERTRAIN GROUP FREE AND CLEAR 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

This matter coming before the Court on the motion, dated June 15, 2009 (the "Sale Motion")¹ (Docket No. [__]), of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for, among other things, the entry of an order (the "Sale Order"), pursuant to sections 105, 363 and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1, 6004-1, 6006-1 and 9006-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"): (i) authorizing and approving the stalking horse Purchase Agreement, dated as of June 15, 2009 (including all exhibits, schedules and ancillary agreements related thereto, the "Agreement"), substantially in the form attached hereto as Exhibit 1, by and between RHJ International, S.A. (the "Purchaser") and Metaldyne Corporation ("Metaldyne"), whereby certain of the Debtors and certain of Metaldyne's nondebtor affiliates (collectively,

¹ Unless otherwise stated, all capitalized terms not defined herein shall have the meanings ascribed to them in the Sale Motion.

the "Sellers")² have agreed, among other things, to sell substantially all of the assets related to their powertrain business group (the "Powertrain Group") (such Debtor-owned assets, the "Debtor Assets" and, collectively with the assets of Non-Debtor Sellers, the "Assets") to the Purchaser (collectively, the "Sale Transaction"); (ii) authorizing and approving the sale by the Debtors of the Debtor Assets, free and clear of all liens, claims, encumbrances and interests (other than certain liabilities related to the Powertrain Group that will be assumed by the Purchaser pursuant to Section 1.03(a) of the Agreement (the "Assumed Liabilities")); (iii) authorizing the assumption and assignment to the Purchaser of certain executory contracts and unexpired leases of the Debtors in connection with the Sale Transaction (collectively, the "Debtor Contracts") identified on Exhibit 2 to this Sale Order; and (iv) granting other related relief; the Court having conducted a hearing on the Sale Motion on July 27, 2009 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; the Court having reviewed and considered (i) the Sale Motion and the exhibits thereto, (ii) the Agreement attached hereto as Exhibit 1, (iii) this Court's prior order (Docket No. [___]), dated June 24, 2009 (the "Bidding Procedures Order") approving competitive bidding procedures for the Assets (the "Bidding Procedures"), (iv) all objections to the Sale Transaction filed in accordance with the Bidding Procedures Order and (v) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that due notice of the Sale Motion, the Bidding Procedures Order [and the auction conducted in accordance with the Bidding Procedures (the "Auction")]) has been provided in accordance with the Bidding Procedures Order and that the relief requested in the Sale Motion is in the best

² Specifically, the Sellers are: (a) Debtors Metaldyne Corporation, **[list the other Debtor Sellers]** and (b) **[list the foreign Metaldyne Sellers]** (collectively, the "Non-Debtor Sellers").

interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing and these cases; and after due deliberation thereon; and good cause appearing therefore, it is hereby **FOUND AND DETERMINED THAT:**

JURISDICTION, FINAL ORDER AND STATUTORY PREDICATES

A. This Court has jurisdiction over the Sale Motion, the transactions contemplated by the Agreement and any other ancillary documents and agreements related thereto pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), (f) and (m) and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

SOUND BUSINESS PURPOSE

D. The Debtors seek to convey the Assets, all of which are related to the Sellers' manufacture 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), tubular fabricated products that are used for a variety of applications, sintered products (including powder metal and connecting rod units) and vibration control products.

E. The Debtors have demonstrated both (1) good, sufficient, and sound business purposes and justifications for the Sale Transaction, and (2) compelling circumstances for the Sale Transaction pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, the value of the Assets and the Powertrain Group would be harmed by any delay of the Sale Transaction. Time is of the essence in consummating the proposed Sale Transaction.

HIGHEST AND BEST OFFERS

F. On June 24, 2009, this Court entered the Bidding Procedures Order approving Bidding Procedures for the Assets. The Bidding Procedures provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Assets. The Debtors conducted an Auction in accordance with the Bidding Procedures Order and complied with that order in all respects. [The Auction was duly noticed and conducted in a noncollusive, fair and good faith manner.] The Purchaser [participated in the Auction and] complied with the Bidding Procedures Order.

G. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing, (1) the Debtors have adequately marketed the Assets; (2) the purchase price contained in the Agreement constitutes the highest and otherwise best offer for the Assets and provides fair and reasonable consideration therefor; (3) the Sale Transaction will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative; (4) no other party has offered to purchase the Assets for greater economic value to the Debtors or their estates; and (5) the consideration to be paid by the Purchaser under the Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory or possession thereof or the District of Columbia.

H. The Purchaser has provided the Debtors with a deposit in an amount equal to \$2.5 million of the initial cash consideration (the "Initial Cash Consideration") contemplated by the Agreement (such amount, together with the interest accrued thereon, the "Deposit"), which Deposit is currently being held by [_____] (the "Deposit Agent") in an interest-bearing account.

BEST INTEREST OF CREDITORS

I. Approval of the Agreement and the consummation of the Sale Transaction to the Purchaser at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

GOOD FAITH

J. The Agreement and each of the transactions contemplated therein were negotiated, proposed and entered into by the Sellers and the Purchaser in good faith, without collusion and from arm's-length bargaining positions. The Purchaser is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Neither the Sellers nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided or impose costs and damages under section 363(n) of the Bankruptcy Code.

NOTICE OF THE SALE MOTION, THE AUCTION AND THE CURE AMOUNTS

K. As evidenced by the certificates of service filed with the Court, (1) proper, timely, adequate and sufficient notice of the Sale Motion and the Sale Hearing has been provided by the Debtors, (2) such notice was good, sufficient and appropriate under the particular circumstances and (3) no other or further notice of the Sale Motion, the proposed Sale Transaction, the Bidding Procedures, the Auction or the Sale Hearing is or shall be required. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief

requested therein has been afforded to all interested persons and entities, including, but not limited to:

- (i) counsel to the Creditors' Committee;
- (ii) counsel to the Debtors' postpetition lenders;
- (iii) counsel to Bank of New York Mellon, as agent for the Debtors' prepetition senior secured credit facility;
- (iv) counsel to Deutsche Bank, A.G., New York, as agent for the Debtors' prepetition asset-backed secured revolving credit facility and as agent and lender under the Debtors' postpetition financing facility;
- (v) counsel to The Bank of New York Trust Company, N.A., in its capacity as the indenture trustee for the remaining outstanding Notes;
- (vi) counsel to RHJI;
- (vii) any party who, in the past year, expressed in writing to the Debtors an interest in the Assets;
- (viii) nondebtor parties to the Debtor Contracts;
- (ix) all parties who are known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in the Assets;
- (x) the Securities and Exchange Commission;
- (xi) the Internal Revenue Service;
- (xii) all applicable state attorneys general and local environmental enforcement agencies;
- (xiii) all applicable state and local taxing authorities;
- (xiv) the Office of the United States Trustee for the Southern District of New York;
- (xv) the Federal Trade Commission;
- (xvi) the United States Attorney General/Antitrust Division of Department of Justice;
- (xvii) the Environmental Protection Agency;
- (xviii) the United States Attorney; and

(xix) all entities that have requested notice in these chapter 11 cases under Bankruptcy Rule 2002.

L. Additionally, the Debtors published notice of the Sale Transaction in the national edition of the *Wall Street Journal* and the *Detroit Free Press*. With regard to parties who have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the Court finds that such publication notice was sufficient and reasonably calculated under the circumstances to reach such parties.

M. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served notice of their intent to assume and assign the Debtor Contracts and of the related proposed Cure Costs (the "Contract and Cure Schedule") upon each nondebtor counterparty to the Debtor Contracts. The service of such notice was good, sufficient and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the Debtor Contracts listed in the Contract and Cure Schedule and the assumption and assignment of the Debtor Contracts. All nondebtor parties to the Debtor Contracts have had a reasonable opportunity to object to both the Cure Costs listed in the Contract and Cure Schedule and the assumption and assignment of the Debtor Contracts.

SECTION 363(F) REQUIREMENTS MET FOR FREE AND CLEAR SALES

N. The Debtors may sell the Debtor Assets free and clear of all liens, claims, interests and encumbrances of any kind or nature whatsoever (collectively, "Claims") (except for any Assumed Liabilities), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Claims who did not object, or who withdrew their objections, to the Sale Transaction or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object fall within one or more of the other subsections of section 363(f) of the

Bankruptcy Code and are adequately protected by having their Claims, if any, attach to the proceeds of the Sale Transaction ultimately attributable to the property against which they have a Claim, in the same order of priority and with the same validity, force and effect that such creditor had prior to the Sale Transaction, subject to any defenses of the Debtors.

O. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates and their creditors, if the sale of the Debtor Assets were not free and clear of all Claims other than Assumed Liabilities, or if the Purchaser would, or in the future could, be liable for any such Claims, including, as applicable, certain liabilities (collectively, the "Excluded Liabilities") related to the Powertrain Group's business that will not be assumed by the Purchaser, as described in Section **1.03(b)** of the Agreement.

ASSUMPTION AND ASSIGNMENT OF THE DEBTOR CONTRACTS

P. The assumption and assignment of the Debtor Contracts are integral to the Agreement, are in the best interests of the Debtors and their estates, and represent the reasonable exercise of the Debtors' sound business judgment.

Q. With respect to each of the Debtor Contracts, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code. Further, the Purchaser has provided all necessary adequate assurance of future performance under the Debtor Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code. Accordingly, the Debtor Contracts may be assumed by the Debtors and assigned to the Purchaser, as provided for in the Bidding Procedures Order, the Sale Motion and the Agreement.

VALIDITY OF THE TRANSFER

R. As of the closing of the Sale Transaction (the "Closing"), the transfer of the Assets to the Purchaser will be a legal, valid and effective transfer of the Assets, and will vest

the Purchaser with all right, title and interest of the Debtors in and to the Debtor Assets, free and clear of (1) all Claims other than Assumed Liabilities and (2) all debts arising under or out of, in connection with, or in any way relating to, any acts of the Debtors, claims (as defined in section 101(5) of the Bankruptcy Code), rights or causes of action (whether in law or in equity, including any rights or causes of action based on theories of transferee or successor liability under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), obligations, demands, guaranties, rights, contractual commitments, restrictions, interests and matters of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise.

S. The Debtors (1) have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate action of the Debtors, (2) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (3) have taken all actions necessary to authorize and approve the Agreement and the consummation by the Debtors of the transactions contemplated thereby and (4) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate such transactions.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
THAT:**

GENERAL PROVISIONS

1. The Sale Motion is granted in full and the Sale Transaction is approved as set forth in this Sale Order.

2. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

3. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits, except as expressly provided herein.

APPROVAL OF THE AGREEMENT

4. The Agreement, all transactions contemplated therein and all of the terms and conditions thereof are hereby approved.

5. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under and comply with the terms of the Agreement and consummate the Sale Transaction, pursuant to and in accordance with the terms and conditions of the Agreement and this Sale Order.

6. The Debtors, as well as their affiliates, officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement, the Agreement, in substantially the same form as the Agreement attached hereto as Exhibit 1, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and to take all further actions as may be (a) reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, the Assets or (b) necessary or appropriate

to the performance of the obligations contemplated by the Agreement, all without further order of the Court.

TRANSFER OF DEBTOR ASSETS

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Debtor Assets in accordance with the terms of the Agreement. The Debtor Assets shall be transferred to the Purchaser, and upon consummation of the Agreement, such transfer shall (a) be valid, legal, binding and effective; (b) vest the Purchaser with all right, title and interest of the Debtors in the Debtor Assets; and (c) be free and clear of all Claims except for Assumed Liabilities with all Claims to attach to the net proceeds of the Sale Transaction, in the order of their priority and with the same validity, force and effect which they now have against the Debtor Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

8. In particular, at the Closing, the Liens in favor of or for the benefit of the Prepetition Secured Parties on the Purchased Assets shall attach to the proceeds of the sale of the Purchased Assets in the same order of priority; and the proceeds from the sale of the Purchased Assets attributable (in an amount satisfactory to the Prepetition ABL Agent) to the DIP Collateral other than the Prepetition Term Priority Collateral shall be used first to pay (and shall be paid directly to) the Prepetition ABL Agent for application to the Prepetition ABL Obligations and the DIP Obligations in accordance with the terms of the DIP Financing Order.

9. Except as otherwise provided in the Agreement, all persons and entities (and their respective successors and assigns) including all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, holding claims (as defined in section 101(5) of the Bankruptcy Code) except for Assumed Liabilities, arising under or out of, in connection with, or in any way relating to, the Debtors, the Debtor

Assets, the operation of the Powertrain Group prior to Closing, or the transfer of the Debtor Assets to the Purchaser, are hereby forever barred, estopped and permanently enjoined from asserting such claims against the Purchaser, its successors or assigns, its property or the Debtor Assets. No such persons or entities shall assert against the Purchaser or their successors in interest any such claim arising from, related to or in connection with the ownership or operation of the Debtor Assets prior to the Closing, except for Assumed Liabilities.

10. This Sale Order (a) shall be effective as a determination that, as of Closing, all Claims other than Assumed Liabilities relating to the Debtor Assets have been unconditionally released, discharged and terminated as to the Debtor Assets, and that the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Claims against or in the Debtors or the Debtor Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties,

termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Debtor Assets or otherwise, then only with regard to Debtor Assets that are purchased by the Purchaser pursuant to the Agreement and this Sale Order (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Debtor Assets and (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Debtor Assets other than the Assumed Liabilities. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

12. All persons or entities in possession of some or all of the Debtor Assets are directed to surrender possession of such assets to the Purchaser or its designee at the time of Closing of the Sale Transaction.

13. Following the Closing of the Sale Transaction, no holder of any Claim shall interfere with the Purchaser's title to or use and enjoyment of the Debtor Assets based on or related to any such Claim or based on any actions the Debtors may take in their chapter 11 cases.

14. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Debtor Assets to the Purchaser in accordance with the Agreement and this Sale Order.

ASSUMPTION AND ASSIGNMENT OF DEBTOR CONTRACTS

15. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, the Debtors' assumption and assignment to the Purchaser of the Debtor Contracts listed on Exhibit 2, is

hereby approved, and all requirements of section 365 of the Bankruptcy Code are hereby determined to have been satisfied.

16. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Debtor Contracts to the Purchaser free and clear of all claims, and to execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Debtor Contracts to the Purchaser.

17. The Debtor Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Debtor Contract (including those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser or the Debtors as a result of the assumption or assignment of the Debtor Contracts. No Debtor Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto as a result of the transactions contemplated by the Agreement.

18. The Cure Costs under the Debtor Contracts arising or accruing prior to the date of this Sale Order are shown on Exhibit 2 hereto. The Cure Costs shall be paid by the Purchaser at the Closing of the Sale Transaction, subject to the terms of the Agreement.

19. Payment of the Cure Costs shall be a full satisfaction of any and all defaults under the Debtor Contracts, whether monetary or non-monetary. Each pre-Closing (as such term is defined in the Agreement) nondebtor party to a Debtor Contract hereby is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Purchaser,

their successors or assigns or the property of any of them, any default existing as of the date of the Sale Hearing if such default was not raised or asserted prior to or at the Sale Hearing.

20. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Debtor Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Debtor Contracts.

21. Upon the Closing of the Sale Transaction, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Debtor Contracts.

ADDITIONAL PROVISIONS

22. Except as expressly set forth in the Agreement, the Purchaser and its successors or assigns shall have no liability for any liability, claim (as that term is defined in section 101(5) of the Bankruptcy Code), damages or other obligation of or against the Debtors related to the Debtor Assets by reason of the transfer of the Debtor Assets to the Purchaser. The Purchaser shall not be deemed, as a result of any action taken in connection with the purchase of the Debtor Assets, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors or the Non-Debtor Sellers (other than with respect to any obligations arising under the Debtor Contracts from and after the Closing); (b) have, *de facto* or otherwise, merged with or into the Debtors or the Non-Debtor Sellers; or (c) be a mere continuation or substantial continuation of the Debtors or the Non-Debtor Sellers or the enterprise of the Debtors or the Non-Debtor Sellers.

23. While the Debtors' bankruptcy cases are pending, this Court shall retain jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Sale Order and the Agreement, all amendments thereto, any waivers and consents thereunder

(and of each of the agreements executed in connection therewith in all respects) and to adjudicate disputes related to this Sale Order or the Agreement.

24. Nothing in this Sale Order or the Agreement releases, nullifies or enjoins the enforcement of any liability to a governmental unit under environmental statutes or regulations (or any associated liabilities for penalties, damages, cost recovery or injunctive relief) that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Notwithstanding the foregoing sentence, nothing in this Sale Order shall be interpreted to deem the Purchaser as the successor to the Debtors under any state law successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to entry of this Sale Order or for liabilities relating to off-site disposal of wastes by the Debtors prior to entry of this Sale Order.

25. No bulk sales law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Agreement, the Sale Motion and this Sale Order.

26. The transactions contemplated by the Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall not affect the validity of the Sale Transaction to the Purchaser, unless such authorization is duly stayed pending such appeal.

27. The terms and provisions of the Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates and their creditors, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including all persons asserting Claims in the Debtor Assets to be sold to the

Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee, examiner or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their shareholders or any trustee, examiner or receiver.

28. The failure specifically to include any particular provisions of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

29. The Agreement, and any related agreements, documents or other instruments, may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not materially change the terms of the Agreement.

30. In the event that there is a direct conflict between the terms of this Sale Order and the Agreement, the terms of this Sale Order shall control.

31. Each and every federal, state and local governmental agency, department or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

32. As provided by Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective immediately upon entry, and the Debtors and the Purchaser are authorized to close the Sale Transaction immediately upon entry of this Sale Order.

Dated: New York, New York
_____, 2009

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

AGREEMENT

[See Attached]

EXHIBIT 2

LIST OF DEBTOR CONTRACTS

[See Attached]