EXHIBIT I

FORM B10/Metaldyne (Modified Official Form 10)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor: **Metaldyne Corporation**

Case Number: **09-13412**

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Indemnity Insurance Company of North America

Name and address where notices should be sent:
Margery N. Reed, Esquire *** and to Claimant per attached**
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Email: mreed@duanemorris.com
Telephone number: 215-979-1518

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

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Last four digits of account or other number by which creditor identifies debtor: **N/A**

Check here ☐ replaces if this claim ☐ amends a previously filed claim, dated:_____

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1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other **Insurance policies and related agreements**

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Last four digits of your SS #: _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: **See attached**

3. If court judgment, date obtained:

4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.

Unsecured Nonpriority Claim $_____

☐ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

Unsecured Priority Claim.

☐ Check this box if you have an unsecured claim, all or part of which is entitled to priority.

Amount entitled to priority $_____

Specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4).

☐ Contribution to an employee benefit plan – 11 U.S.C § 507(a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units –11 U.S.C. § 507(a)(8).

Secured Claim

☑ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

☐ Real Estate ☐ Motor Vehicle ☑ Other **see attached**

Value of Collateral: $**see attached**

Amount of arrearage and other charges at time case filed included in secured claim if any: $_____

**** Claimant also asserts a secured administrative expense claim (see attached)**

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507(a) (____).

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Section 503(b)(9) Claim $_____

☐ Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. § 503(b)(9)). Include the amount of such claim in the space for "Amount entitled to priority" above.

5. Total Amount of Claim at Time Case Filed: $_____ (unsecured) + _____ (secured) + _____ (priority) = **see attached** (Total)

If all or part or your claim is secured OR entitled to priority treatment, also complete the relevant portions of Item 4 above.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

7. Supporting Documents: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Metaldyne
02859

Date: 6-11-09

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Edward A. Mungiole, Jr. - Vice President

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

DM3/1105877.1

**ADDENDUM TO PROOF OF CLAIM OF
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**

1. This Addendum is attached to and a part of the proof of claim (the "Proof of Claim") filed by Indemnity Insurance Company of North America ("Claimant" and together with its affiliates, the "ACE Companies") against Metaldyne Corporation and the other entities set forth on Exhibit "A" attached hereto (collectively, the "Debtors"). With the consent of the Debtors and as the documents supporting this Proof of Claim are voluminous and contain confidential information, the supporting documents are not attached to the Proof of Claim. Copies of the documents referenced herein are or should be, upon information and belief, in the possession of the Debtors, and Claimant will provide copies of such documents to other parties upon request provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

2. On May 28, 2009 (the "Petition Date"), the Debtors filed their respective voluntary petitions for bankruptcy 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 "Court").

3. Prior to the Petition Date, the ACE Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the "Policies") to certain Debtors and certain of their non-debtor affiliates as named insureds.

4. Prior to the Petition Date, the ACE Companies and the Debtors and/or their non-debtor affiliates also entered into certain written agreements in connection with the Policies (as renewed, amended, modified, endorsed or supplemented from time to time, and including any exhibit or addenda thereto, collectively, the "Insurance Agreements").

5. Pursuant to the Policies and Insurance Agreements (the "ACE Insurance Program"), the ACE Companies provide, *inter alia*, certain workers' compensation, general liability, marine cargo, commercial liability, automobile liability, and certain other liability insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the ACE Companies assert that the insureds, including one or more of the Debtors, are required to pay to the ACE Companies certain amounts including, but not limited to, insurance premiums, including retro and audit premiums, and are responsible for certain deductibles, as more particularly described in the ACE Insurance Program (the "Obligations").

6. To the extent that a Debtor is an insured under the ACE Insurance Program and has in the past or the present received, or in the future receives, any benefit under the ACE Insurance Program related to any claim made by or related to such Debtor under the ACE Insurance Program, including but not limited to any payment by any of the ACE Companies to or on behalf of the Debtor with respect to a claim made under the ACE Insurance Program, then the Debtor is jointly and severally liable with other insureds for the Obligations arising with respect to such claim under the ACE Insurance Program.

7. The Debtors are liable to the ACE Companies in the estimated ultimate amount of $2,067,235 plus additional contingent and unliquidated amounts (the "Claim") for the Obligations.

8. Although the Claimant has provided an estimate, the Claim is currently contingent, unliquidated and subject to further and future adjustments and estimation by the Claimant, from time to time, in accordance with the terms of the ACE Insurance Program

including, without limitation, additional amounts that may become due for premium, losses, expenses, taxes, assessments and surcharges.

9. The Claim is based upon, among other things ultimate developed losses under the ACE Insurance Program.

10. The Claim is evidenced by the ACE Insurance Program, including, without limitation, those Policies and Insurance Agreements listed on Exhibit "B" hereto.

11. The Claim is secured by the following letter of credit and the proceeds thereof (as amended, confirmed, supplemented or replaced, the "Letter of Credit"): Letter of Credit No. P-227263 in the amount of $2,100,000 issued by JPMorgan Chase Bank.

12. The Claim is also secured by a paid loss deposit fund in the amount of $68,120.

13. The Claim may also be secured by other cash collateral, paid loss deposit funds, loss reimbursement funds and/or other amounts provided by the Debtors and held by, or under the control of, the ACE Companies, as security.

14. The Claim is secured to the extent of the value of the Claimant's collateral that constitutes property of the Debtors' estates[1], and unsecured as to the remaining balance of the Claim.

15. A portion of the Claim is or may be entitled to administrative expense priority under 11 U.S.C. §§ 503(b) and 507(a)(2).

16. The Claimant reserves and preserves the right: (a) to file and seek payment of additional claims for (i) administrative expenses; (ii) attorneys' fees and costs and (iii) cure amounts or rejection damages; (b) to estimate contingent claims and assert additional claims if

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[1] The Letters of Credit are not property of the Debtors' estates.

contingent claims are estimated or liquidated; and (c) to assert any other claims the Claimant may have against the Debtors relating to or incidental to the Obligations and the documents referenced herein. The Claimant reserves and preserves all rights to assert any and all defense, setoff and/or recoupment against the Debtors. The Claimant reserves the right to amend and/or further supplement this Claim.

17. The filing of this Claim is not intended, and should not be construed as (a) an election of remedies; (b) a waiver of any past, present or future default or event of default; (c) a waiver or limitation of the Claimant's rights or defenses; (d) a waiver of the Claimant's claims against the Debtors or any of the Debtors' subsidiaries or affiliates; (e) a waiver of the Claimant's right to draw on the Letters of Credit or other collateral or security; (f) a waiver of the Claimant's claims against any other parties liable to it (whether under the ACE Insurance Program or otherwise); (g) a determination as to coverage or entitlements to benefits as to coverage under the ACE Insurance Program; or (h) a waiver of the ACE Companies' rights under the ACE Insurance Program, including the right to require arbitration.

18. All notices to the Claimant relating to this Proof of Claim should be sent to the Claimant as follows:

c/o ACE USA
436 Walnut Street
Philadelphia, PA 19106
Attention: Collateral Manager

With a copy to counsel for the Claimant:

Margery N. Reed, Esquire
DUANE MORRIS LLP
30 S. 17th Street
Philadelphia, PA 19103

19. This Proof of Claim is filed as a separate claim from other claims that may be filed by or on behalf of the Claimant or any of its affiliates against the Debtors or the other insureds, and does not replace or supersede such other claims.

EXHIBIT A
DEBTORS

Debtor Name	Case No.
Metaldyne Corporation	09-13412
ER Acquisition Corp.	09-13432
GMTI Holding Company	09-13433
Halyard Aviation Services, Inc.	09-13434
MascoTech Saturn Holdings Inc.	09-13435
MASG Disposition, Inc.	09-13436
MASX Energy Services Group, Inc.	09-13437
MD Products Corp.	09-13411
Metaldyne Asia, Inc.	09-13425
Metaldyne Company LLC	09-13414
Metaldyne Driveline Co., LLC	09-13426
Metaldyne DuPage Die Casting Corporation	09-13418
Metaldyne Engine Co., LLC	09-13413
Metaldyne Europe, Inc.	09-13427
Metaldyne Intermediate Holdco., Inc.	09-13441
Metaldyne Lester Precision Die Casting, Inc.	09-13415
Metaldyne Light Metals Company, Inc.	09-13420
Metaldyne Machining and Assembly Company, Inc.	09-13419
Metaldyne Precision Forming – Fort Wayne, Inc.	09-13428
Metaldyne Services, Inc.	09-13429
Metaldyne Sintered Components, LLC	09-13416
Metaldyne Sintered Components of Indiana, Inc.	09-13430
Metaldyne Sintered Components St. Mary's, Inc.	09-13421
Metaldyne Tubular Products, Inc.	09-13417
Metaldyne U.S. Holding Co.	09-13431
NC-M Chassis Systems, LLC	09-13422
Precision Headed Products, Inc.	09-13438
Punchcraft Company	09-13423
Stahl International, Inc.	09-13439
W.C. McCurdy Co.	09-13440
Windfall Specialty Powders, Inc.	09-13424

EXHIBIT B

The ACE Companies' Claim is evidenced by, without limitation, the Policies and Insurance Agreements and includes, without limitation, the following and all other documents, instruments, agreements or policies, and any and all endorsements, addenda, amendments, renewals, supplements and modifications to any of the following:

Policies include, but are not limited to:

Policy Period	Policy #	Insurer	Type of Coverage
07/01/03 – 01/01/04	497930	Indemnity Insurance Company of North America	Marine Cargo
07/01/02 – 07/01/03	497930	Indemnity Insurance Company of North America	Marine Cargo
08/15/02 – 08/15/03	AHB018914	ACE American Insurance Company	Professional Risk
06/30/01 – 06/30/02	C42986938	Pacific Employers Insurance Company/ACE American Insurance Company	Workers' Compensation
06/30/01 – 06/30/02	C42986975	Pacific Employers Insurance Company/ACE American Insurance Company	Workers' Compensation
06/30/02 – 06/30/03	C43496505	Pacific Employers Insurance Company	Workers' Compensation
06/30/03 – 06/30/04	C43527319	ACE American Insurance Company	Workers' Compensation
06/30/03 – 01/30/04	C43527319	ACE American Insurance Company	Workers' Compensation
06/30/04 – 09/30/04	C43979942	ACE American Insurance Company	Workers' Compensation
09/30/04 – 09/30/05	C43987586	ACE American Insurance Company	Workers' Compensation
09/30/04 – 09/30/05	C44166938	ACE American Insurance Company	Workers' Compensation
09/30/05 – 09/30/06	C44334550	ACE American Insurance Company	Workers' Compensation - Excess
09/30/05 – 09/30/06	C44334562	ACE American Insurance Company	Workers' Compensation
09/30/08 – 09/30/09	C44353763	ACE American Insurance Company	Workers' Compensation - Excess
09/30/08 – 09/30/09	C44353805	ACE American Insurance Company	Workers' Compensation - Excess
09/30/06 – 09/30/07	C44449560	ACE American Insurance Company	Workers' Compensation
09/30/06 – 09/30/07	C44449572	ACE American Insurance Company	Workers' Compensation
09/30/07 – 09/30/08	C44478626	ACE American Insurance Company	Workers' Compensation - Excess
09/30/07 – 09/30/08	C44478663	ACE American Insurance Company	Workers' Compensation
09/30/04 – 09/30/05	G19905925	ACE American Insurance Company	Workers' Compensation
06/30/01 – 06/30/02	G20297268	Pacific Employers Insurance Company	General Liability
06/30/02 – 06/30/03	G20586904	Pacific Employers Insurance Company	General Liability
06/30/04 – 09/30/04	G21691276	ACE American Insurance Company	General Liability
06/30/03 – 06/30/04	G21691276	ACE American Insurance Company	General Liability
09/30/05 – 09/30/06	G21720732	ACE American Insurance Company	General Liability
06/30/03 – 09/30/04	G21742715	ACE American Insurance Company	General Liability
06/30/03 – 06/30/04	G21742715	ACE American Insurance Company	Umbrella Excess
07/27/08 – 07/27/09	G2184570A	ACE American Insurance Company	Umbrella Excess
07/27/07 – 07/27/08	G2184570A	ACE American Insurance Company	Environmental
07/27/06 – 07/27/07	G2184570A	ACE American Insurance Company	Environmental
			Environmental

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Policy Period	Policy #	Insurer	Type of Coverage
09/30/04 – 09/30/05	G22080301	ACE American Insurance Company	Umbrella Excess
09/30/05 – 09/30/06	G22913098	ACE American Insurance Company	Umbrella Excess
09/30/06 – 09/30/07	G23717736	ACE American Insurance Company	General Liability
09/30/06 – 09/30/07	G23717748	ACE American Insurance Company	General Liability
09/30/07 – 09/30/08	G2373073A	ACE American Insurance Company	General Liability
09/30/07 – 09/30/08	G23730777	ACE American Insurance Company	General Liability
09/30/08 – 09/30/09	G23745550	ACE American Insurance Company	General Liability
09/30/08 – 09/30/09	G23745598	ACE American Insurance Company	General Liability
09/30/06 – 09/30/07	G23790580	ACE American Insurance Company	Umbrella Excess
09/30/08 – 09/30/09	G23865166	ACE American Insurance Company	Umbrella Excess
09/30/07 – 09/30/08	G23884835	ACE American Insurance Company	Umbrella Excess
06/30/02 – 06/30/03	H07840354	Pacific Employers Insurance Company	Auto Liability
09/30/04 – 09/30/05	H07932650	ACE American Insurance Company	Auto Liability
06/30/04 – 09/30/04	H07943842	ACE American Insurance Company	Auto Liability
06/30/03 – 06/30/04	H07943842	ACE American Insurance Company	Auto Liability
06/30/01 – 06/30/02	H07970109	Pacific Employers Insurance Company	Auto Liability
09/30/05 – 09/30/06	H0802179A	ACE American Insurance Company	Auto Liability
09/30/06 – 09/30/07	H0822805A	ACE American Insurance Company	Auto Liability
09/30/07 – 09/30/08	H08237025	ACE American Insurance Company	Auto Liability
09/30/08 – 09/30/09	H08246622	ACE American Insurance Company	Auto Liability
10/01/06 – 10/01/07	N01208913	Indemnity Insurance Company of North America	Marine Cargo
07/01/05 – 10/01/06	N01208913	Indemnity Insurance Company of North America	Marine Cargo
07/01/05 – 07/01/06	N01208913	Indemnity Insurance Company of North America	Marine Cargo
07/01/04 – 07/01/05	N01208913	Indemnity Insurance Company of North America	Marine Cargo
04/01/06 – 04/01/07	N01922026	Illinois Union Insurance Company	Commercial
04/01/07 – 04/01/08	N04270174	Illinois Union Insurance Company	Commercial
04/01/08 – 04/01/09	N04308256	Illinois Union Insurance Company	Commercial
04/01/09 – 04/01/10	N05074629	Illinois Union Insurance Company	Commercial
10/01/08 – 10/01/09	N221751A	Indemnity Insurance Company of North America	Marine Cargo
10/01/07 – 10/01/08	N221751A	Indemnity Insurance Company of North America	Marine Cargo
10/01/01 – 10/01/02	NWC010210	Pacific Employers Insurance Company	Workers' Compensation
10/01/00 – 10/01/01	NWC010210	Pacific Employers Insurance Company	Workers' Compensation
06/30/03 – 09/30/04	WCU014444	ACE American Insurance Company	Workers' Compensation
06/30/03 – 06/30/04	WCU014444	ACE American Insurance Company	Workers' Compensation
06/30/01 – 06/30/02	XWC014090	ACE American Insurance Company	Workers' Compensation

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Insurance Agreements include, but are not limited to:

Final/Bound Casualty Program Proposal, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, for Metaldyne Corporation effective as of September 30, 2006 including, but not limited to, Collateral Agreement, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, by and among ACE American Insurance Company (and certain of its affiliates) and Metaldyne Corporation, effective as of September 30, 2006

Final/Bound Casualty Program Proposal, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, for Metaldyne Corporation effective as of September 30, 2007

Casualty Program Final Proposal, as renewed, amended, modified, endorsed or supplemented from time to time and including any exhibit or addenda thereto, for Metaldyne Corporation effective as of September 30, 2008

Reservation of Rights

The brief summary of the Policies and Insurance Agreements contained herein is for descriptive purposes only and is not intended to be binding on the ACE Companies or constitute their position with respect to the proper interpretation and meaning thereof. For a complete and accurate explanation of the terms and conditions of the Policies and Insurance Agreements, reference should be made to the actual Policies and Insurance Agreements.

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DuaneMorris®

WENDY M. SIMKULAK
DIRECT DIAL: 215-979-1547
PERSONAL FAX: 215.689.4951
E-MAIL: wmsimkulak@duanemorris.com

www.duanemorris.com

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August 12, 2009

VIA FEDEX

Metaldyne Corporation
c/o BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: In re Metaldyne Corporation, *et al.*;
Case No. 09-13412 (Jointly Administered)

Dear Sir/Madam:

Enclosed for filing please find an original and one (1) copy of thirty-one (31) Proofs of Claim (collectively, the "Claims") of Indemnity Insurance Company of North America. As set forth thereon, one Claim is to be filed in each of the thirty-one (31) bankruptcy cases listed on the attached list (collectively, the "Cases"). Please file each Claim in the corresponding Case. Kindly acknowledge your receipt of the Claims by returning one (1) stamped copy of each in the enclosed return Federal Express envelope.

Please feel free to contact me with any questions. Thank you for your attention to this matter.

Sincerely,

Wendy M. Simkulak

WMS:sc
Enclosures

	Debtor Name	Case No.
1.	Metaldyne Corporation	09-13412
2.	ER Acquisition Corp	09-13432
3.	GMTI Holding Company	09-13433
4.	Halyard Aviation Services, Inc.	09-13434
5.	MascoTech Saturn Holdings Inc.	09-13435
6.	MASG Disposition, Inc.	09-13436
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13.	Metaldyne Engine Co., LLC	09-13413
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15.	Metaldyne Intermediate Holdco., Inc.	09-13441
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17.	Metaldyne Light Metals Company, Inc.	09-13420
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22.	Metaldyne Sintered Components of Indiana, Inc.	09-13430
23.	Metaldyne Sintered Components St. Mary's, Inc.	09-13421
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30.	W.C. McCurdy Co.	09-13440
31.	Windfall Specialty Powders, Inc.	09-13424