

# **EXHIBIT B**

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

In re:

Metaldyne Corporation, et al.,

Debtors.

Chapter 11

Case No. 09-13412-mg

(Jointly Administered)

**ORDER APPROVING THE APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO EMPLOY HURON CONSULTING SERVICES, LLC, *NUNC PRO TUNC* AS OF JUNE 9, 2009, AS FINANCIAL ADVISOR FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS PURSUANT TO 11 U.S.C. §§ 1103(a) AND 328(a) AND FED.R.BANKR.P. 2014 AND S.D.N.Y. LBR 2014-1**

Upon consideration of the application (the "Application") of the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors-in-possession (the "Debtors") to employ Huron Consulting Services, LLC ("Huron"), *nunc pro tunc* as of June 9, 2009, as financial advisor to the Committee; and upon consideration of the Declaration of Jeffrey M. Beard Pursuant to 28 U.S.C. § 1746(2), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure and Rule 2014-1 of the Local Bankruptcy Rules of the Southern District of New York in support of the Application (the "Beard Declaration"); and the Court being satisfied that Huron represents no adverse interest in the matters with respect to which it is to be employed; and notice of the Application being sufficient; and good cause appearing therefore;

It is hereby ORDERED as follows:

1.        ~~1.~~ The Application is approved.
2.        ~~2.~~ The Committee is authorized to employ and to retain Huron, *nunc pro tunc* as of June 9, 2009, to serve as its financial advisors in the above-captioned cases.
3.        ~~3.~~ Huron shall be compensated on an hourly basis in accordance with

the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the rules of this Court, and any Order entered by this Court in respect of compensation of professionals.

4. ~~4.~~ ~~The~~ Pursuant to the Huron Consulting Services, LLC Agreement dated June 9, 2009 (the “Agreement”), the Debtors’ estates shall indemnify and hold harmless Huron and its personnel, agents and contractors against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against Huron by a third party, including a subpoena or court order, arising from or relating to any financial advisory services provided by Huron to the Committee or Huron’s engagement generally. ~~The foregoing indemnity of Huron, however, shall not apply to the extent a claim arises out of Huron’s~~

5. All requests of Huron for payment of indemnity pursuant to the Agreement shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Agreement and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall Huron be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct, as finally adjudicated by a finder of fact, or to a breach of the Agreement.

6. In no event shall Huron be indemnified if the Debtors or a representative of the Debtors’ estates asserts a claim for, and a court determines by final order that such claim arose out of, Huron’s own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

7. In the event that Huron seeks reimbursement for attorneys' fees from the Debtors' estates pursuant to the Agreement, the invoices and supporting time records from such attorneys shall be included in Huron's own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of 11 U.S.C. §§ 330 and 331 without regard to whether such attorney has been retained under 11 U.S.C. § 327 and without regard to whether such attorneys' services satisfy 11 U.S.C. § 330(a)(3)(C).

Dated: August, 2009  
New York, New York

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MARTIN GLENN  
U.S. BANKRUPTCY JUDGE

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