

**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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**SECOND STIPULATION AND ORDER  
AMONG DEBTORS, DIP AGENT, PREPETITION ABL AGENT,  
AND CERTAIN CUSTOMERS REGARDING FINAL ORDER PURSUANT TO  
SECTIONS 361, 362, 363, 364 AND 510 OF THE BANKRUPTCY CODE AND RULE  
4001 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (A)  
AUTHORIZING DEBTORS TO (I) USE CASH COLLATERAL OF PREPETITION  
SECURED LENDERS, (II) OBTAIN POSTPETITION FINANCING AND (III)  
PROVIDE ADEQUATE PROTECTION TO PREPETITION SECURED LENDERS,  
(B) AUTHORIZING DEBTORS TO ENTER INTO, AND APPROVING,  
ACCOMMODATION AGREEMENT WITH CERTAIN CUSTOMERS**

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**WHEREAS**, On May 27, 2009 (the "Petition Date"), 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;

**WHEREAS**, On May 28, 2009, the Debtors filed the Motion of Debtors and Debtors in Possession for Interim and Final Orders Pursuant to Sections 361, 362, 363, 364 and 510 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (A) Authorizing the Debtors to (I) Use Cash Collateral of Prepetition Secured Lenders, (II) Obtain Postpetition Financing and (III) Provide Adequate Protection to Prepetition Secured Lenders, (B) Authorizing Debtors to Enter into, and Approving, an Accommodation Agreement with Certain Customers and (C) Providing Notice and Scheduling Final Hearing [Docket No. 24] (the "DIP Motion");

**WHEREAS**, On June 23, 2009 this Court entered a final order approving the relief requested in the DIP Motion (the "Final Order") [Docket No. 296], including approval of the Accommodation Agreement in the form attached to the Final Order as Exhibit A (as amended pursuant to a stipulation and order previously entered in these cases, the "Accommodation Agreement");

**WHEREAS**, Section 3.B.(iv) of the Accommodation Agreement provides, in relevant part, that it is a Milestone<sup>1</sup> to the Sale Process that the Debtors "[o]btain, by July 27, 2009, an order from the Bankruptcy Court approving one or more Sales";

**WHEREAS**, on July 20, 2009, this Court entered a Stipulation and Order Among Debtors, DIP Agent, Prepetition ABL Agent, and Certain Customers extending the July 27, 2009 Milestone date in Section 3.B.(iv) of the Accommodation Agreement to August 8, 2009.

**WHEREAS**, the Debtors, the DIP Lender, the Prepetition ABL Agent and the Customers seek to extend the August 8, 2009 date in Section 3.B.(iv) of the Accommodation Agreement (as amended) to August 15, 2009;

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual agreements and covenants hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The date "August 8, 2009" set forth in Section 3.B.(iv) of the Accommodation Agreement is hereby deleted and replaced with the date "August 15, 2009."
2. The first sentence of Section 2 of the Accommodation Agreement is deleted and replaced with the following:

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<sup>1</sup> Capitalized terms not defined herein have the meaning given to them in the Accommodation Agreement.

For purposes of this Agreement, the "Term" shall mean the period from the Effective Date through the earlier of (the "Termination Date") (i) the Sale Date (defined below); (ii) the occurrence of an Event of Default (as default below) and (iii) August 15, 2009; provided that Supplier may extend the Term through August 27, 2009 (the "Extended Termination Dates") if Sale Orders have been entered and if the Supplier would still have funding availability under the terms of the Financing Orders.

3. The terms of the Accommodation Agreement and the Final Order shall remain in full force and effect as modified hereby.

4. References in the Final Order to the Accommodation Agreement shall be to the Accommodation Agreement as modified hereby.

Dated: August 7, 2009  
New York, New York

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/s/ Robert A. Bell, Jr.

SO ORDERED by the Bankruptcy Court this \_\_\_\_ day of \_\_\_\_\_, 2009.

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UNITED STATES BANKRUPTCY JUDGE