

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

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In re: :  
: Chapter 11  
:   
Metaldyne Corporation, et al.,<sup>1</sup> : Case No. 09-13412 (MG)  
:   
: Jointly Administered  
Debtors. :  
:   
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**FOURTH STIPULATION AND ORDER AMENDING 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 THE DEBTORS TO  
(I) USE CASH COLLATERAL OF THE PREPETITION SECURED LENDERS,  
(II) OBTAIN POSTPETITION FINANCING AND (III) PROVIDE ADEQUATE  
PROTECTION TO THE PREPETITION SECURED LENDERS AND (B)  
AUTHORIZING DEBTORS TO ENTER INTO, AND APPROVING, AN  
ACCOMMODATION AGREEMENT WITH CERTAIN CUSTOMERS**

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 (the "Bankruptcy Court");

WHEREAS, on May 28, 2009, the Debtors filed that certain Motion of Debtors and Debtors in Possession for Interim and Final Orders Pursuant to Sections 361, 362, 363, 364

<sup>1</sup> The other Debtors are Metaldyne Company LLC; Metaldyne Intermediate Holdco Inc.; MascoTech Saturn Holdings, Inc., MD Products Corp., ER Acquisition Corp.; Metaldyne Tubular Products, Inc.; W.C. McCurdy Co.; Halyard Aviation Services, Inc.; Metaldyne Europe, Inc.; NC-M Chassis System, LLC; MASG Disposition, Inc.; Metaldyne Services, Inc.; Metaldyne Machining and Assembly Company, Inc.; Precision Headed Products, Inc.; Windfall Products, Inc.; Metaldyne Asia, Inc.; Punchcraft Company; Metaldyne Sintered Components, LLC; Metaldyne Sintered Components of Indiana, Inc.; Metaldyne Sintered Components St. Marys, Inc., GMTI Holding Company; Metaldyne Precision Forming-Fort Wayne, Inc.; MASX Energy Services Group, Inc.; Metaldyne Light Metals Company, Inc.; Stahl International, Inc.; Metaldyne U.S. Holding Co.; Metaldyne DuPage Die Casting Corporation; Metaldyne Lester Precision Die Casting, Inc.; Windfall Specialty Powders, Inc.; Metaldyne Driveline Co. LLC; and Metaldyne Engine Co. LLC.

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 [Dkt. No. 24] (the "DIP Motion");

WHEREAS, on June 23, 2009 the Bankruptcy Court entered a final order approving the relief requested in the DIP Motion [Dkt. No. 296] (as amended by the First Stipulation and Order, the Second Stipulation and Order and the Third Stipulation and Order (each as defined below), the "Final Order")<sup>2</sup>, including approval of the Accommodation Agreement in the form attached to the Final Order as Exhibit A (as amended by the First Stipulation and Order, the Second Stipulation and Order and the Third Stipulation and Order, the "Accommodation Agreement");

WHEREAS, Section 3.B.(iv) of the Accommodation Agreement originally required that the Debtors obtain by July 27, 2009 one or more orders (collectively, a "Sale Order") from the Bankruptcy Court approving one or more sales of all or substantially all of the assets comprising the Debtors' powertrain, balance shaft module and chassis businesses;

WHEREAS, on July 20, 2009, this Court entered a Stipulation and Order [Dkt. No. 462] (the "First Stipulation and Order") among the Debtors, the DIP Agent, the Prepetition ABL Agent and the Customers, which, among other things, extended to August 8, 2009 the date by which the Debtors were required to obtain a Sale Order from the Bankruptcy Court;

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given them in the Final Order.

WHEREAS, on August 10, 2009, this Court entered a Second Stipulation and Order [Dkt. No. 655] (the "Second Stipulation and Order") among the Debtors, the DIP Agent, the Prepetition ABL Agent and the Customers, which, among other things, extended to August 15, 2009 the date by which the Debtors were required to obtain a Sale Order from the Bankruptcy Court;

WHEREAS, on August 12, 2009, this Court entered a Sale Order in the form of the Order (I) Authorizing the Sale of Substantially All of the Debtors' Assets 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 [Dkt. No. 674] (the "MDI Sale Order")<sup>3</sup> which, among other things, authorized the sale of substantially all of the Debtors' assets and businesses, and which constitutes a Sale Order for the purposes of the Accommodation Agreement, and thereby permitted the Debtors to extend the term of the Accommodation Agreement through August 27, 2009;

WHEREAS, on August 14, 2009, the Debtors notified the DIP Agent and the Customers that they were extending the term of the DIP Facility and the Accommodation Agreement through August 27, 2009 (the "Extended Termination Date"), thereby extending the "Term" of the DIP Facility and the Accommodation Agreement through the Extended Termination Date;

WHEREAS, on August 27, 2009, this Court entered a Third Stipulation and Order [Dkt. No. 739] (the "Third Stipulation and Order") among the Debtors, MD Investors Corporation, the DIP Agent, the Prepetition ABL Agent and the Customers, which, among other things, extended to October 2, 2009 (i) the Term of the DIP Facility and the Accommodation

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<sup>3</sup> The term "MDI Sale Order" shall hereafter refer to such order, and the term "Sale Transaction" shall hereafter refer to the sale transaction contemplated thereby.

Agreement and the termination date of the Debtors' right to use Cash Collateral, and (ii) the date by which the Debtors were required to close the Sale Transaction pursuant to the MDI Sale Order and the Purchase Agreement;

WHEREAS, the Debtors presently believe that the Sale Transaction may not close by October 2, 2009, with the consequence being, among other things, the immediate occurrence of a DIP Default and an Accommodation Agreement Default, thereby (a) causing the immediate (i) maturity and termination of the DIP Facility and (ii) the termination of the Debtors' authority to utilize Cash Collateral, (b) allowing the Prepetition ABL Secured Parties, the DIP Secured Parties, and the Customers to exercise their respective rights and remedies under and in accordance with, as the case may be, the Final Order, the Prepetition ABL Loan Documents, the Accommodation Agreement and applicable law, and (c) jeopardizing the Debtors' ability to consummate the Sale Transaction;

WHEREAS, the Debtors have requested that the Prepetition ABL Secured Parties, the DIP Secured Parties, and the Customers agree to amend the Final Order and the Accommodation Agreement (each as previously amended by the First Stipulation and Order, the Second Stipulation and Order and the Third Stipulation and Order) to, among other things, further extend the respective terms of the Final Order and the Accommodation Agreement, in each case on and subject to the terms hereof, and the parties have agreed to the extensions and the other amendments set forth herein subject to the terms and conditions set forth below;

WHEREAS, the failure to approve this Stipulation will jeopardize the Sale Transaction, causing immediate and irreparable harm to the Debtors' estates and creditors.

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual agreements and covenants hereinafter set forth, the parties agree as follows:

### **Amendments to Final Order**

1. The second sentence of paragraph 2(a) of the Final Order is amended by deleting "October 2, 2009" and substituting therefor the following: "October 16, 2009."

2. Subparagraph 15(a)(xx) of the Final Order is amended by deleting "October 1, 2009" and substituting therefor the following: "October 15, 2009. "

3. For avoidance of doubt, the Debtors' right to use Cash Collateral or request DIP Loans for any purpose (including to fund the Carve-Out described in paragraph 7 of the Final Order) shall terminate immediately upon the first to occur of: (a) October 16, 2009, (b) a Closing of the Sale Transaction pursuant to the MDI Sale Order and (c) subject to paragraphs 15 and 16 of the Final Order the sooner occurrence of any other Event of Default.

4. The Budget attached hereto as Exhibit A (which shall constitute the Budget for all purposes under the Final Order) contemplates that, and the parties hereto and MD Investors Corporation agree that, the DIP Facility will be used solely in accordance with the Final Order and the Budget to fund postpetition claims (or prepetition claims if payment of such has been approved by Court order) and only to the extent that (i) such claims cannot be paid by the Debtors from cash available to the Debtors and (ii) an expense in respect of such claim is actually incurred or actually arises.

5. References in the Final Order to the Accommodation Agreement shall be to the Accommodation Agreement as amended hereby.

### **Amendments to Accommodation Agreement**

6. The first sentence of Section 2 is amended by deleting "through October 1, 2009" and substituting therefor as follows: "through October 15, 2009."

7. Subparagraph (v) of Section 3.B is amended by deleting "by October 1, 2009" and substituting therefor as follows: "by October 15, 2009."

**Miscellaneous**

8. This Fourth Stipulation and Order supplements and amends the Final Order and the Accommodation Agreement and, except as expressly supplemented or amended hereby, the Final Order and the Accommodation Agreement shall continue in full force and effect.

9. This Fourth Stipulation and Order does not constitute, and shall not be deemed to constitute, a waiver of any DIP Default or Accommodation Agreement Default or compliance with any term, provision or condition of the Final Order or the Accommodation Agreement, or any other instrument or agreement referred to therein or relating thereto, or prejudice any right or remedy that any or all of the DIP Secured Parties, the Prepetition ABL Secured Parties or the Customers may now have or that may in the future arise under or in connection with, as the case may be, the Final Order, the Prepetition ABL Loan Documents, the Accommodation Agreement or any other instrument or agreement referred to therein or relating thereto, including the right to, individually or collectively, enforce any remedies under such documents.

10. Other than as specifically provided herein, this Fourth Stipulation and Order shall not operate as a waiver or amendment of any right, power or privilege of any or all of the DIP Secured Parties, the Prepetition ABL Secured Parties or the Customers under, as the case may be, the Final Order, the Prepetition ABL Loan Documents, the Accommodation Agreement or of any other term or condition of any other instrument or agreement referred to therein or relating thereto, including, without limitation, the relative rights, remedies or priorities of the DIP Secured Parties, the Prepetition ABL Secured Parties or the Customers.

Respectfully submitted,

<p><b>WHITE &amp; CASE</b> Counsel to Deutsche Bank, AG New York Branch (in its respective capacities as DIP Agent and Prepetition ABL Agent) 1155 Avenue of the Americas New York, NY 10036 Attention: Eric Leicht &amp; Scott Greissman Phone: (212) 819 8567 Facsimile: (212) 354-8113 Email: leicht@whitecase.com sgreissman@whitecase.com</p> <p><u>s/ Scott Greissman</u></p>	<p><b>JONES DAY</b> Counsel to the Debtors and Debtors in Possession North Point 901 Lakeside Avenue Cleveland, OH 44114 Attention: Heather Lennox Phone: (216) 586-7111 Facsimile: (216) 586-3939 Email: hlennox@jonesday.com</p> <p><u>s/ Heather Lennox</u></p>
<p><b>HONIGMAN MILLER SCHWARTZ AND COHN LLP</b> Counsel to General Motors Company 2290 First National Building Detroit, MI 48226 Attention: Donald F. Baty, Jr. and Aaron M. Silver Phone: (313) 465-7314 Facsimile: (313) 465-7315 Email: dbaty@honigman.com</p> <p><u>s/ Aaron M. Silver</u></p>	<p><b>FOLEY &amp; LARDNER LLP</b> Conflicts Counsel to the Debtors and Debtors in Possession One Detroit Center 500 Woodward Ave., Suite 2700 Detroit, Michigan 48226-3489 Attention: Judy A. O'Neill Phone: (313) 234-7113 Facsimile: (313) 234-2800 Email: joneill@foley.com</p> <p><u>s/ Judy A. O'Neill</u></p>
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<b>DICKINSON WRIGHT PLLC</b> Counsel to Chrysler, LLC 500 Woodward Avenue Suite 4000 Detroit, MI 48226 Attention: James A. Plemmons, Esq. Phone: (313) 223-3106 Facsimile: (313) 223-3598 Email: jplemmons@dickinsonwright.com  <u>s/ James A. Plemmons</u>	<b>VORYS, SATER, SEYMOUR AND PEASE LLP</b> Counsel to Honda of America Mfg., Inc. 52 East Gay Street P. O. Box 1008 Columbus, OH 43216-1008 Attention: Robert A. Bell, Jr. Phone: (614) 464-5469 Facsimile: (614) 719-5169 Email: rabell@vorys.com  <u>s/ Robert A. Bell, Jr.</u>
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**AGREED FOR PURPOSES OF PARAGRAPH 4 ONLY:**

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s/ Christopher Marcus

SO ORDERED by the Bankruptcy Court this **1st day of October, 2009.**

/s/ Martin Glenn  
**UNITED STATES BANKRUPTCY JUDGE**



**EXHIBIT A**

**Budget**