

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

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In re:	:
	:
	: Chapter 11
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Metaldyne Corporation, <u>et al.</u> ,	:
	: Case No. 09-13412 (MG)
	:
	: Jointly Administered
Debtors.	:
	:
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SECOND STIPULATION AND CONSENT ORDER AMONG JPMORGAN CHASE BANK, N.A., AS AGENT FOR THE PREPETITION TERM LENDERS, DEUTSCHE BANK AG, NEW YORK BRANCH, AS AGENT FOR THE PREPETITION ABL LENDERS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

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 June 23, 2009 this Court entered a final order (the “Final Order”) approving the relief requested in 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 the Prepetition Secured Lenders, (II) Obtain Post-Petition Financing and (III) Provide Adequate Protection to the 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. 296];¹

¹ All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Final Order.

WHEREAS, pursuant to paragraph 6 of the Final Order, nothing in the Final Order prejudiced whatever rights the Committee may have (a) to object to or challenge any and all findings in the Final Order, including, but not limited to, those in relation to (i) the validity, extent, perfection or priority of the Prepetition Liens on the Prepetition Collateral, or (ii) the validity, allowability, priority, status or amount of the Prepetition Obligations, or (b) to bring suit against any of the Prepetition Secured Parties in connection with or related to the respective Prepetition Obligations, or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Obligations or otherwise; provided, that unless any Committee or any other party in interest obtains the requisite standing to commence, and commences, an adversary proceeding raising such objection or challenge, including without limitation any claim against the Prepetition Secured Parties in the nature of a setoff, counterclaim or defense to the Prepetition Obligations (including but not limited to, those under Sections 506 (subject to the waiver of Bankruptcy Code 506(c) claims as provided in the Final Order), 544, 547, 548, 549, 550 and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties), by the date that is seventy-five (75) days following entry of the Final Order (the period described in the immediately preceding clause shall be referred to as, the “Challenge Period” and the date that is the next calendar day after the termination of the Challenge Period, in the event that no objection or challenge is validly raised during the Challenge Period, shall be referred to as the “Challenge Period Termination Date”) upon the Challenge Period Termination Date, any and all such challenges and objections by any party (including, without limitation, any Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and the Prepetition Obligations shall be deemed to be an allowed secured

claim within the meaning of Sections 502 and 506 of the Bankruptcy Code for all purposes in connection with the Cases and the findings in the Final Order, including, without limitation, in paragraphs F and G, in respect to the Prepetition Liens, the Prepetition Collateral and the Prepetition Obligations shall be binding on all creditors, interest holders and parties in interest. To the extent any such objection or complaint is filed, such findings shall nonetheless remain binding and preclusive on any Committee and on any other person or entity, except to the extent that such findings are expressly challenged in such objection or complaint;

WHEREAS, on August 12, 2009 this Court entered an order (the “Sale 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 [Docket No. 674];

WHEREAS, on or about September 4, 2009 each of the Committee, the Prepetition Term Agent, and the Prepetition ABL Agent entered into that certain Stipulation And Consent Order Among JPMorgan Chase Bank, N.A., As Agent for the Prepetition Term Lenders, Deutsche Bank AG, New York Branch, As Agent For the Prepetition ABL Lenders and the Official Committee of Unsecured Creditors (the “First Stipulation”), whereby the Challenge Period was consensually extended through and including October 9, 2009, and the First Stipulation was “So Ordered” and approved by the Bankruptcy Court on September 18, 2009 [Docket 798];

WHEREAS, pursuant to the First Stipulation, the Challenge Period will expire at the conclusion of October 9, 2009;

WHEREAS, the Committee has requested that the Prepetition Secured Parties agree to the extension of the Challenge Period through the earlier of (i) October 23, 2009 and (ii) the date of the Closing (as defined in the Sale Order) (the “Closing Date”);

WHEREAS, the Prepetition Secured Parties are willing to consent to the extension of the Challenge Period through the earlier of (i) October 23, 2009 and (ii) the Closing Date, on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Committee and the Prepetition Secured Parties hereby stipulate and agree as follows:

1. The Challenge Period shall expire on the earlier of (i) 11:59 p.m. E.S.T. on October 23, 2009 and (ii) the conclusion of Closing on the Closing Date.
2. This Stipulation and Consent Order is without prejudice to: (a) the Committee’s right to seek a further extension of the Challenge Period at any time prior to the expiration of the Challenge Period; and (b) the respective Prepetition Secured Parties’ right to object to any such further extension of the Challenge Period on any basis.
3. Nothing herein is intended to grant the Committee or any other party standing to pursue any objection or challenge to the liens or claims of any of the Prepetition Secured Parties, including, without limitation, any claim against any of the Prepetition Secured Parties.
4. The terms of the Final Order shall remain in full force and effect as modified hereby.

5. This Stipulation and Consent Order does not constitute, and shall not be deemed to constitute, a waiver of any Event of Default or compliance with any term, provision or condition of the Final Order.

6. Other than as specifically provided herein, this Stipulation and Consent Order shall not operate as a waiver or amendment of any right, power or privilege of any or all of the DIP Secured Parties or the Prepetition Secured Parties under the Final Order or otherwise or of any other term or condition of any other instrument or agreement referred to therein or relating thereto.

7. This Court shall retain jurisdiction to enforce the terms of this Stipulation and Consent Order and adjudicate any disputes that arise under or in connection with this Stipulation and Consent Order, or any matter related hereto.

Dated: October __, 2009

s/
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SO ORDERED THIS **8TH DAY OF OCTOBER, 2009**
New York, New York

/s/Martin Glenn
THE HONORABLE JUDGE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE