

WINSTON & STRAWN LLP
Brian I. Swett
Gregory M. Gartland
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600

-and-

WINSTON & STRAWN LLP
Justin Rawlins
333 South Grand Avenue
Los Angeles, California 90071
(213) 615-1700

Attorneys for General Electric Capital Corporation

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

-----X	:	
	:	Chapter 11
In re:	:	
	:	
	:	Case No. 09-13412 (MG)
Metaldyne Corporation, <i>et al.</i> ,	:	
	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
-----X	:	

**OBJECTION OF GENERAL ELECTRIC CAPITAL CORPORATION TO THE
DEBTORS' THIRD NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH THE SALE OF
THE MAJORITY OF THE DEBTORS' ASSETS**

General Electric Capital Corporation ("GECC"), by and through its attorneys, hereby submits the following supplemental objection to the Debtors' Third Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "Third Monetary Cure Notice") [Docket No. 833] with respect to the proposed assumption and assignment of the lease identified as Schedule No. 4, dated 09/18/2006, to the Master Lease Agreement, dated 12/10/2002, with Merrill Lynch

Capital, and subsequently assigned to General Electric Capital Corporation (the “Assumed Lease”).

This Objection is made out of an abundance of caution as GECC, the Debtors and MD Investors Corporation (“MD”) are engaged in on-going, good faith negotiations with respect to the assumption and assignment of several GECC Leases to MD, including the Assumed Lease.

Introduction

The Debtors previously filed their Notices of Filing Contract and Cure Schedule of Certain Executory Contracts and Unexpired Leases to Potentially be Assumed and Assigned in Connection with the Proposed Sale of the Debtors' Powertrain Group [Docket No. 352] (“Powertrain Monetary Cure Notice”) and Chassis Group [Docket No. 429] (“Chassis Monetary Cure Notice”). GECC filed (i) limited objections to the Debtors’ motions related to the Debtors’ proposed sale of certain of its assets related to its Powertrain Group [Docket Nos. 291 and 622] (the “Powertrain Sale Objection”); (ii) a limited objection the Debtors’ motion related to the proposed sales of certain of the Debtor’s assets related to its Chassis Group [Docket No. 620] (the “Chassis Sale Objection”) and (iii) objections to the proposed monetary cure amounts listed in the Chassis Monetary Cure Notice [Docket No. 507] (the “Chassis Cure Objection”); and Powertrain Monetary Cure Notice [Docket No. 509] (the “Powertrain Cure Objection” and together with the Powertrain Sale Objection, the Chassis Sale Objection and the Chassis Cure Objection, the “Objections”). GECC hereby incorporates all of the Objections to the extent applicable by reference as if each were fully laid out herein.

Although the Assumed Lease was not expressly referenced in either the Powertrain Monetary Cure Notice or the Chassis Monetary Cure Notice, the Objections listed all

of the GECC Leases, including the Assumed Lease, due to GECC's inability to reconcile the GECC Leases (as defined in the Objections) impacted by the Debtors' cure notices, identified in each of the Powertrain Cure Objection and the Chassis Cure Objection as lease no. 2081652-004 with a cure amount as of August 4, 2009 of \$88,940.76.

Supplemental Objection

The Third Monetary Cure Notice proposes a monetary cure amount of \$76,231.00 for the Assumed Lease (Exhibit 1, p. 3). This amount does not correspond with GECC's records. Pursuant to the terms of the Assumed Lease, rent in the amount of \$38,117.47 is due, in arrears, on the first of each month. According to GECC's records, the last regularly scheduled payment made by the Debtors pursuant to the Assumed Lease was May 1, 2009. Monthly rent was due pursuant to the Assumed Lease on each of June 1, July 1, August 1, September 1 and October 1, 2009. The total rent due under the assumed lease for these five months is \$190,587.35.

The Debtors made post-petition payments totaling \$76,234.00, approximately two monthly rental payments, pursuant to the Assumed Lease.¹ Thus, as of October 1, 2009, the amount necessary to cure existing defaults according to GECC's totals \$114,353.

In addition, the per diem rent under the Assumed Lease is \$1,270.58. Thus, through October 12, 2009, the date of filing this Objection, an additional \$15,246.96 must be paid in order for the Assumed Lease to be assumed and assigned. Rental obligations pursuant to the Assumed Lease continue to accrue and the total cure amount will therefore be greater on the effective date of assumption.

Reservation of Rights

¹ GECC is in receipt of approximately \$1,200,000 in additional rent from the Debtors with respect to the GECC Leases but has not received instructions as to which lease(s) such amounts should be applied.

GECC reserves its rights to amend, modify, and/or supplement this Supplemental Objection. GECC further reserves all of its rights with respect to the GECC Leases, including, without limitation, its rights to request adequate assurance of future performance and cure of non-monetary defaults in connection with the assumption and assignment of any of the GECC Leases (or any schedules thereto), including post-petition performance by the Debtors under the GECC Leases and GECC's rights to request the Court to compel assumption or rejection of the GECC Leases.

[Remainder of this page is intentionally left blank]

Conclusion

GECC respectfully requests that the Court compel the Debtors to pay the full monetary cure due under the Assumed Lease as a condition to the assumption and assignment thereof.

Dated: October 12, 2009

Respectfully submitted,

General Electric Capital Corporation

By: /s/ Brian I. Swett
Brian I. Swett
Gregory M. Gartland
WINSTON & STRAWN LLP
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600
(312) 558-5700 (Fax)

-and-

Justin Rawlins
333 South Grand Avenue
Los Angeles, California 90071
(213) 615-1700
Counsel for GECC