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Ryan T. Routh

Attorneys for Debtors
and Debtors in Possession

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

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

**NOTICE OF FILING REVISED PROPOSED
FORM OF ORDER FOR THE APPLICATION
OF DEBTORS AND DEBTORS IN POSSESSION, PURSUANT
TO SECTION 327(A) OF THE BANKRUPTCY CODE, BANKRUPTCY
RULES 2014(A) AND 2016 AND LOCAL BANKRUPTCY RULE 2014-1,
FOR AN ORDER AUTHORIZING THEM TO EMPLOY AND RETAIN DELOITTE
TAX LLP AS TAX SERVICES PROVIDER, *NUNC PRO TUNC* AS OF JULY 15, 2009**

PLEASE TAKE NOTICE THAT:

1. On September 30, 2009, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the Application of Debtors and Debtors in Possession, Pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rule 2014-1, for an Order Authorizing Them to Employ and Retain Deloitte Tax LLP as Tax Services Provider, Nunc Pro Tunc as of July 15, 2009 (Docket No. 824) (the "Application").

2. By this Notice, the Debtors are providing notice to parties in interest of a change to the form of order that they are seeking pursuant to the Application. The Debtors have agreed to modify their proposed form of order based upon informal comments from the Unsecured Creditors' Committee. A copy of the revised proposed form of order is attached hereto as Exhibit 1. A blacklined copy of the revised proposed form of order reflecting the revisions that have been made is attached hereto as Exhibit 2.

Dated: October 21, 2009
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh

Richard H. Engman

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT 1

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

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

**ORDER, PURSUANT TO SECTION 327(a)
OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a)
AND 2016 AND LOCAL BANKRUPTCY RULE 2014-1, AUTHORIZING THE
DEBTORS AND DEBTORS IN POSSESSION TO EMPLOY AND RETAIN DELOITTE
TAX LLP AS TAX SERVICES PROVIDER, *NUNC PRO TUNC* AS OF JULY 15, 2009**

Upon the application (the "Application")¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order") authorizing the Debtors to employ and retain Deloitte Tax LLP ("Deloitte Tax") as its tax services provider effective nunc pro tunc as of July 15, 2009, pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules"); the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that the relief requested is in the best interests of the Debtors' estates; the Court having

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application and the Brkljacic Declaration.

reviewed the Application and the declaration of Mark Brkljacic in support thereof (the "Brkljacic Declaration"); the Court finding that (a) Deloitte Tax does not hold or represent an interest adverse to the Debtors' estates, (b) Deloitte Tax is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, (c) that the terms and conditions of the Engagement Letters are reasonable and (d) that the employment of Deloitte Tax is necessary and in the best interests of the Debtors and their estates; notice of the Application having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to employ and retain Deloitte Tax as their tax services provider with the duties and responsibilities and on the terms and conditions set forth in the Engagement Letters and the Application nunc pro tunc to July 15, 2009. The Engagement Letters are attached to the Application as Exhibit 1, and the terms of such Engagement Letters are incorporated herein by reference.
3. Deloitte Tax will file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code.
4. If at any time Deloitte Tax increases the rates for its services, Deloitte Tax will file a supplemental declaration with the Court.
5. Consistent with Paragraph 10 of the General Business Terms of the Engagement Letters, nothing contained in the Engagement Letters shall alter in any way the duties imposed by law on Deloitte Tax in respect of the services described herein.

6. The Court will hold a hearing on appropriate notice as may be requested by the U.S. Trustee or Deloitte Tax to consider Deloitte Tax's contractual right to indemnity under the Engagement Letters.

7. In the event the Court finds Deloitte Tax has a contractual right to indemnity, the Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation and other provisions of the Engagement Letters and will indemnify and hold harmless Deloitte Tax, its subcontractors and their respective personnel (collectively, the "Indemnified Persons"), pursuant to the Engagement Letters and, during the pendency of these chapter 11 cases, subject to the following conditions:

- (a) All requests of Indemnified Persons for payment of indemnity, contribution or otherwise pursuant to the Engagement Letters shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letters, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the orders of this Court provided, however, that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Indemnified Person;
- (b) In no event shall an Indemnified Person be indemnified or receive contribution or other payment under the indemnification provisions of the Engagement Letters if the Debtors, their estates or the official committee of unsecured creditors assert a claim, to the extent that the Court determines by final order that such claim resulted from the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Indemnified Person;
- (c) In the event an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Letters, the invoices and supporting time records from such attorneys shall be annexed to Deloitte Tax's own interim and final fee applications, 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 Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such

attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code;
and

- (d) The word "primarily" shall be stricken in all instances from the sixth and fifteenth paragraphs of the General Business Terms of the Engagement Letters.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order and in accordance with the Application.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
_____, 2009

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

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

-----X	:	
In re	:	Chapter 11
	:	
Metaldyne Corporation, <i>et al.</i> ,	:	Case No. 09-13412 (MG)
	:	
Debtors.	:	(Jointly Administered)
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**ORDER, PURSUANT TO SECTION 327(a)
OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a)
AND 2016 AND LOCAL BANKRUPTCY RULE 2014-1, AUTHORIZING THE
DEBTORS AND DEBTORS IN POSSESSION TO EMPLOY AND RETAIN DELOITTE
TAX LLP AS TAX SERVICES PROVIDER, *NUNC PRO TUNC* AS OF JULY 15, 2009**

Upon the application (the "Application")¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order") authorizing the Debtors to employ and retain Deloitte Tax LLP ("Deloitte Tax") as its tax services provider effective nunc pro tunc as of July 15, 2009, pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules"); the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that the relief requested is in the best interests of the Debtors' estates; the Court having reviewed the Application

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application and the Brkljacic Declaration.

and the declaration of Mark Brkljacic in support thereof (the "Brkljacic Declaration"); the Court finding that (a) Deloitte Tax does not hold or represent an interest adverse to the Debtors' estates, (b) Deloitte Tax is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, (c) that the terms and conditions of the Engagement Letters are reasonable and (d) that the employment of Deloitte Tax is necessary and in the best interests of the Debtors and their estates; notice of the Application having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to employ and retain Deloitte Tax as their tax services provider with the duties and responsibilities and on the terms and conditions set forth in the Engagement Letters and the Application nunc pro tunc to July 15, 2009. The Engagement Letters are attached to the Application as Exhibit 1, and the terms of such Engagement Letters are incorporated herein by reference.
3. Deloitte Tax will file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code.
4. If at any time Deloitte Tax increases the rates for its services, Deloitte Tax will file a supplemental declaration with the Court.
5. Consistent with Paragraph 10 of the General Business Terms of the Engagement Letters, nothing contained in the Engagement Letters shall alter in any way the duties imposed by law on Deloitte Tax in respect of the services described herein.

6. The Court will hold a hearing on appropriate notice as may be requested by the U.S. Trustee or Deloitte Tax to consider Deloitte Tax's contractual right to indemnity under the Engagement Letters.

7. In the event the Court finds Deloitte Tax has a contractual right to indemnity, all the Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation and other provisions of the Engagement Letters and will indemnify and hold harmless Deloitte Tax, its subcontractors and their respective personnel (collectively, the "Indemnified Persons"), pursuant to the Engagement Letters and, during the pendency of these chapter 11 cases, subject to the following conditions:

(a) All requests of Deloitte Tax Indemnified Persons for payment of indemnity, contribution or otherwise pursuant to the Engagement Letters shall be made by means of an application (interim or final, as applicable) fee application and shall be subject to the approval of, and review by, the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letters and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the orders of this Court provided, however, that in no event shall Deloitte Tax an Indemnified Person be indemnified in the case of its own or receive contribution to the extent that any claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty-(, if any), gross negligence or willful misconduct- on the part of that or any other Indemnified Person;

(b) 8. In no event shall Deloitte Tax an Indemnified Person be indemnified if the Debtor or a representative of the estate, asserts a claim for, and a court or receive contribution or other payment under the indemnification provisions of the Engagement Letters if the Debtors, their estates or the official committee of unsecured creditors assert a claim, to the extent that the Court determines by final order that such claim arose out of, Deloitte Tax's own resulted from the bad-faith, self-dealing, breach of fiduciary duty-(, if any), gross negligence or willful misconduct- on the part of that or any other Indemnified Person;

(c) 9. In the event that Deloitte Tax an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Letters, the invoices and supporting time records from such attorneys shall be included in annexed to Deloitte Tax's own applications

(~~both interim and final~~) fee applications, and such invoices and time records shall be subject to the United States Trustee's ~~guidelines~~ Guidelines for compensation and reimbursement of expenses and the approval of the ~~Bankruptcy~~ Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy ~~code~~ Code and without regard to whether such ~~attorneys'~~ attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.; and

(d) The word "primarily" shall be stricken in all instances from the sixth and fifteenth paragraphs of the General Business Terms of the Engagement Letters.

8. ~~10.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order and in accordance with the Application.

9. ~~11.~~ The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. ~~12.~~ The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
_____, 2009

UNITED STATES BANKRUPTCY JUDGE