

Alan J. Lipkin
Jeremy E. Crystal
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, New York 10019
Tel: (212) 728-8000
Fax: (212) 728-8111

Presentment Date: October 23, 2009
Time: 12:00 p.m.

Counsel to DYNE (DE) LP

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**LIMITED OBJECTION OF DYNE (DE) LP TO
STIPULATION AND AGREED ORDER BETWEEN DEBTORS AND
DEBTORS IN POSSESSION AND MD INVESTORS CORPORATION
PROVIDING FOR ENTRY INTO ACKNOWLEDGEMENT AGREEMENT**

DYNE (DE) LP ("Landlord"), by and through its attorneys, hereby files this limited objection to the stipulation and agreed order between the debtors and debtors in possession in the above-captioned cases (the "Debtors") and MD Investors Corporation ("MD Investors") providing for entry into acknowledgment agreement [Docket No. 877] (the "Stipulation"), and in support thereof respectfully represents as follows:

BACKGROUND

1. Landlord owns certain non-residential real property located in Rome, GA, Niles, IL, Plymouth, MI, Solon, OH, and Twinsburg, OH (the "Twinsburg Facility", and together with the other properties, the "Premises"). Pursuant to a single lease, the Second Amended and Restated Lease Agreement, dated as of August 16, 2001 (as amended, the "Lease"), certain of

the Debtors, Metaldyne Machining and Assembly Company, Inc., Metaldyne Lester Precision Die Casting, Inc. (f/k/a Lester Precision Die Casting, Inc.), and Metaldyne DuPaige Die Casting Corporation (f/k/a DuPaige Die Casting Corporation) (each a “Tenant,” and collectively, the “Tenants”), leased the Premises from Landlord.

THE STIPULATION

2. Through the Stipulation,¹ the Debtors request this Court to approve the Acknowledgement Agreement, dated October 16, 2009 (the “Acknowledgment Agreement”), between the Debtors and MD Investors. The Acknowledgement Agreement is annexed to the Stipulation.

3. Regarding the Twinsburg Facility, the Acknowledgement Agreement provides:

Notwithstanding Section 1.08(a) of the Purchase Agreement, which provides that a determination as to whether the Twinsburg Facility shall be a Powertrain Transferred Facility or an Excluded Facility shall be made as of the Closing, Buyer shall have until 30 days after the Closing to make such determination, and Buyer and the Company shall enter into a transitional agreement providing for the Company’s operation of the Twinsburg Facility until such election is made.

Acknowledgement Agreement, ¶ 1 (emphasis added).

THE LIMITED OBJECTION

4. While Landlord has no objection to the Debtors and MD Investors extending MD Investors’ time to make a determination regarding its desire to utilize the Twinsburg Facility, Landlord objects to the Stipulation to the extent it would: (a) authorize the Debtors to enter into a “transitional agreement” with MDI concerning the Twinsburg Facility; and/or (b) authorize MDI to operate in the Twinsburg Facility.

¹ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Stipulation.

5. Landlord has requested the Debtors to provide Landlord with a copy of the proposed transitional agreement (to determine what, if any, impact that agreement might have on Landlord) and to provide assurances that the Stipulation would not authorize MD Investors to operate in the Twinsburg Facility.

6. Debtors' counsel confirmed via email that MD Investors is not operating in the Twinsburg Facility and that the Stipulation would not authorize MD Investors to do so, but refused to include a provision in the Stipulation providing just that. Accordingly, Landlord respectfully requests that the proposed Stipulation expressly provide that: "Nothing in this Stipulation shall authorize MD Investors to operate in the Twinsburg Facility."

7. The Debtors have refused to provide Landlord with a copy of the proposed transitional agreement. Thus, Landlord files this Limited Objection to ensure that the Stipulation does not authorize the Debtors to enter into a "transitional agreement" with MD Investors regarding the Twinsburg Facility as there is no basis for the Court to authorize or approve such an undisclosed agreement, it is being entered outside the ordinary course of business, and it might adversely impact Landlord.

CONCLUSION

WHEREFORE, Landlord respectfully requests that: (a) the Stipulation not be approved or be approved only on terms consistent with the objection set forth above; and (b) Landlord be granted such other and further relief as is just and proper.

Dated: October 23, 2009

Respectfully submitted,

WILLKIE FARR & GALLAGHER LLP

By: /s/ Alan J. Lipkin

Alan J. Lipkin
787 Seventh Avenue
New York, New York 10019-6099
(212) 728-8000

Of Counsel: Jeremy E. Crystal

Attorneys for DYNE (DE) LP