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

In re:

Chapter 11

METALDYNE CORPORATION, et al.,

Case No. 09-13412
(Jointly Administered)

Debtors.

Hon. Martin Glenn

**LIMITED OBJECTION OF MUBEA, INC. TO DEBTORS' FOURTH NOTICE OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED AND
ASSIGNED IN CONNECTION WITH THE SALE OF THE MAJORITY OF THE
DEBTORS' ASSETS**

Mubea, Inc. (“**Mubea**”), through its undersigned counsel, files this Limited Objection to Debtors’ Fourth 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 “**Limited Objection**”) and states as follows:

The Bankruptcy

1. On May 27, 2009 (the “**Petition Date**”), Metaldyne Corporation and certain of its affiliates (collectively, the “**Debtors**”) commenced these voluntary cases under

chapter 11 of title 11 of the United States Code 11 U.S.C. §§ 101 *et. seq.* (the “**Bankruptcy Code**”).

2. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate their businesses and to manage their property as debtors-in-possession. No trustee or examiner has been appointed in the above-captioned jointly administered bankruptcy cases.

The Assumption Notice

3. On October 23, 2009, Debtors filed a Fourth 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 “**Assumption Notice**”).

4. Exhibit 1 to the Assumption Notice lists certain executory contracts the Debtors seek to assume and assign. The proposed cure amount is listed in connection with each executory contract.

5. Pursuant to the Assumption Notice, the Debtors seek to assume and assign a “Bluffton PO between Metaldyne Machining and Assembly Company and Mubea” (the “**Mubea Contract**”) (See Exhibit 1 of Assumption Notice).

6. The proposed cure amount listed for the Mubea Contract is \$150,099.00 (the “**Proposed Cure Amount**”).

Objection to Proposed Cure Amount Under the Mubea Contract

7. Under section 365(b)(1) of the Bankruptcy Code, a debtor seeking to assume and assign an executory contract must cure, or provide adequate assurance that it will promptly cure, all defaults under the contract. 11 U.S.C. § 365(b)(1).

8. A cure under section 365(b)(1) of the Bankruptcy Code means that all unpaid amounts due under the contract have been paid. *See In re Network Access Solutions, Corp.*, 330 B.R. 67, 76 (Bankr. D. Del. 2005), *see also In re Superior Toy & Manufacturing Co., Inc.*, 78 F.3d 1169 (7th Cir. 1996) (“[T]he language of § 365(b)(1) is unequivocal. A party to an executory contract must be paid all amounts due him under the contract before the contract may be assumed.”)

9. Mubea objects to the Proposed Cure Amount for the Mubea Contract because it is not accurate.

10. The correct cure amount for the Mubea Contract is \$188,684.99. Documents supporting the \$188,684.99 cure amount for the Mubea Contract are attached hereto as **Exhibit A**.

WHEREFORE, Mubea objects to the Assumption Notice and respectfully requests that the Court deny assumption and assignment of the Mubea Contract unless Mubea receives a cure payment in the amount of \$188,684.99.

Dated: October 29, 2009

/s/ Gordon J. Toering
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