

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

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In re : Chapter 11
Metaldyne Corporation, *et al.*, : Case No. 09-13412 (MG)
Debtors. : (Jointly Administered)
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**FOURTH ORDER AUTHORIZING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter coming before the Court on the Fourth Omnibus Motion of Debtors and Debtors in Possession, Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, for an Order Authorizing the Rejection of Certain Customer Contracts (the "Motion"),¹ filed by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel before the Court (the "Hearing"); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, and (d) a sound business purpose exists for the relief granted herein; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

2. The Debtors are authorized to reject the Agreements² identified on the attached Exhibit 1, which are incorporated herein by reference, and the Agreements are deemed rejected, pursuant to section 365 of the Bankruptcy Code, effective as of the Rejection Effective Date identified for each Agreement identified on Exhibit 1.

3. Consistent with the terms and conditions of the bar date order previously entered by the Court, any lessor under, or contract party to, a rejected Agreement may file, within 30 days of the entry of this Order, a proof of claim for any damages resulting from the rejection of an Agreement (a "Rejection Damages Claim").

4. This Court shall retain jurisdiction to resolve all matters relating to the implementation of this Order.

Dated: October 30, 2009
New York, New York

/s/ Martin Glenn
UNITED STATES BANKRUPTCY JUDGE

² Each Agreement includes any modifications, amendments, addenda or supplements thereto or restatements thereof. The terms of the Agreements included in Exhibit 1 are provided for convenience only and are not intended to modify, or to represent the Debtors' interpretation of or a Court determination regarding, the terms of any Agreement.

EXHIBIT 1

Certain Executory Contracts and Unexpired Leases to be Rejected

<u>Description of Agreements</u>	<u>Contracting Parties Name and Address</u>	<u>Debtor Party to Agreement</u>	<u>Periodic Rent</u>	<u>Expiration of Agreement</u>	<u>Rejection Effective Date</u>
Equipment Lease for equipment located in Metaldyne's Iztapalapa, Mexico facility Schedule #005 to Master Lease #592 Dated February 5, 2008	LaSalle Systems Leasing, Inc. 6111 North River Road Rosemont, IL 60018 Lou Montgomery 350 North Old Woodward Avenue, Suite 200 Birmingham, MI 48009 lmontgomery@elasalle.com	Metaldyne Company, LLC	\$38,052.00 (monthly)	March 31, 2011	October 31, 2009
Lease of Scan/Copy/Print Machine – Gestetner Gdsm660sp Dated January 30, 2006	Marlin Leasing NorthEastern Division 300 Fellowship Road Mount Laurel NJ 08054	Metaldyne	\$295.00 (monthly)	January 30, 2011	October 29, 2009