

**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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**FIFTH ORDER AUTHORIZING THE REJECTION  
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter coming before the Court on the Fifth 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 Executory Contracts and Unexpired Leases (the "Motion"),<sup>1</sup> 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.

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

2. The Debtors are authorized to reject the Agreements<sup>2</sup> 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

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<sup>2</sup> 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**

<b><u>Description of Agreements</u></b>	<b><u>Contracting Parties Name and Address</u></b>	<b><u>Debtor Party to Agreement</u></b>	<b><u>Periodic Rent</u></b>	<b><u>Expiration of Agreement</u></b>	<b><u>Rejection Effective Date</u></b>
Purchase Order No. 849938, dated 6/17/2009	<p>Robert Bosch LLC CTGI P.O. Box 4601 Carol Stream, IL 60197-4601</p> <p>David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25<sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com</p>	Metaldyne – New Castle	n/a	n/a	10/9/2009
Purchase Oder No. 839746, dated 5/20/2009	<p>Robert Bosch LLC CTGI P.O. Box 4601 Carol Stream, IL 60197-4601</p> <p>David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25<sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com</p>	Metaldyne – New Castle	n/a	n/a	10/09/2009

<b><u>Description of Agreements</u></b>	<b><u>Contracting Parties Name and Address</u></b>	<b><u>Debtor Party to Agreement</u></b>	<b><u>Periodic Rent</u></b>	<b><u>Expiration of Agreement</u></b>	<b><u>Rejection Effective Date</u></b>
Purchase Order No. 442647, dated 02/13/2007	Robert Bosch LLC AM/CTGI.3 P.O. Box 4601 Carol Stream, IL 60197-4601  David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25 <sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com	Metaldyne	n/a	n/a	10/9/2009
Purchase Order No. 476236, dated 10/25/2007	Robert Bosch LLC AM/CTGI.3 P.O. Box 4601 Carol Stream, IL 60197-4601  David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25 <sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com	Metaldyne	n/a	n/a	10/9/2009

<b><u>Description of Agreements</u></b>	<b><u>Contracting Parties Name and Address</u></b>	<b><u>Debtor Party to Agreement</u></b>	<b><u>Periodic Rent</u></b>	<b><u>Expiration of Agreement</u></b>	<b><u>Rejection Effective Date</u></b>
Scheduling Agreement, No. 5500006684; Plant: 0622, dated 12/17/2007	<p>Robert Bosch LLC – Dept. 0622 P.O. Box 3080 Farmington Hills, MI 48333-3080</p> <p>Robert Bosch LLC c/o JBM Warehouse 1136 Dunlop Lane Clarksville, TN 37040</p> <p>David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25<sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com</p>	Metaldyne Simpson Industries	n/a	12/31/2009	10/9/2009
Scheduling Agreement, No. 5500006685; Plant: 0622, dated 12/17/2007	<p>Robert Bosch LLC – Dept. 0622 P.O. Box 3080 Farmington Hills, MI 48333-3080</p> <p>Robert Bosch LLC c/o JBM Warehouse 1136 Dunlop Lane Clarksville, TN 37040</p> <p>David Kwak Robert Bosch LLC Associate Buyer (AA/PUR1-US) Aftermarket Division 2800 South 25<sup>th</sup> Avenue Broadview, IL 60155 david.kwak@us.bosch.com</p>	Metaldyne Simpson Industries	n/a	12/31/2009	10/9/2009