

Hearing Date and Time: November 30, 2009 at 10:00 a.m. (ET)  
Objection Deadline: November 19, 2009 at 4:00 p.m. (ET)

JONES DAY  
222 East 41st Street  
New York, New York 10017  
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Facsimile: (212) 755-7306  
Richard H. Engman

- and -

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901 Lakeside Avenue  
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Heather Lennox  
Ryan T. Routh

Attorneys for Debtors  
and Debtors in Possession

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

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

**SECOND NOTICE OF FILING REVISED PROPOSED  
FORM OF ORDER FOR THE SIXTH 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**

**PLEASE TAKE NOTICE THAT:**

1. On November 2, 2009, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the Sixth 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 (DI 941) (the "Sixth Omnibus Rejection Motion").

2. On November 11, 2009, the Debtors filed the Notice of Filing Revised Proposed Form of Order for the Sixth 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 (DI 984) (the "First Notice").

3. By this Second Notice, the Debtors are providing notice to parties in interest of an additional change to the form of order that they are seeking pursuant to the Sixth Omnibus Rejection Motion. The Debtors modified their proposed form of order to remove two of the previously listed contracts that were inadvertently included in the original proposed form of order and that are not to be rejected at this time. 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 since the First Notice is attached hereto as Exhibit 2.

Dated: November 16, 2009  
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh

Richard H. Engman

JONES DAY

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Telephone: (212) 326-3939

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Telephone: (216) 586-3939

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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  
Oldco M Corporation :  
(f/k/a Metaldyne Corporation), *et al.*, : Case No. 09-13412 (MG)  
Debtors. : (Jointly Administered)  
-----X

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

This matter coming before the Court on the Sixth 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: New York, New York  
\_\_\_\_\_, 2009

\_\_\_\_\_  
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>Rejection Effective Date</u></b> |
|---|--|---|--|
| <p>Purchase Order by and between Metaldyne Corporation and AAM do Brazil, dated October 4, 2007, as amended on May 11, 2009<br/>Purchase Order No. 420853</p> | <p>AAM do Brazil<br/>Av Das Nacoes, 2051<br/>Araucaria, PR 83706-630<br/>Brazil<br/>Christian.Petrykowski@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p>   | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated July 2, 2009<br/>Purchase Order No. 307494</p>                | <p>American Axle &amp; Mfg. Inc.<br/>TRD – Three Rivers Direct<br/>One Manufacturing Drive<br/>Three Rivers, MI 49093</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Laurie.Stenzel@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p> | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |



| <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>Rejection Effective Date</u></b> |
|--|--|---|--|
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated December 3, 2008, as amended on July 1, 2009<br/>Purchase Order No. 301003</p> | <p>American Axle &amp; Mfg. Inc.<br/>TRD – Three Rivers Direct<br/>One Manufacturing Drive<br/>Three Rivers, MI 49093</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Laurie.Stenzel@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p> | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated March 13, 2003, as subsequently amended<br/>Purchase Order No. 172593</p>      | <p>American Axle &amp; Mfg. Inc.<br/>DGD – Detroit Gear Direct<br/>1840 Holbrook Avenue<br/>Detroit, MI 48212-3488</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Greg.Wiecorek@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p>     | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |

| <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>Rejection Effective Date</u></b> |
|---|---|---|--|
| Agreement between Atwell-Hicks, LLC and Metaldyne Corporation | <p>Atwell-Hicks, LLC<br/> Attn: Robert Macomber, CEO; Brian R. Wenzel, COO<br/> 500 Avis Drive<br/> Suite 100<br/> Ann Arbor, MI 48108</p> <p>Atwell-Hicks, LLC<br/> Attn: Angela S. Kasmer, Registered Agent<br/> 500 Avis Drive<br/> Suite 100<br/> Ann Arbor, MI 48108</p> | Metaldyne Corporation                   | November 2, 2009                       |
| Service Authorization Agreement, dated May 30, 2006           | <p>Credential Check<br/> 575 East Beaver Road, Suite 300<br/> Troy, MI 48083-1300</p> <p>Credential Check Corporation<br/> Attn: Steven H. Smith, Registered Agent<br/> 575 East Big Beaver Road, Suite 300<br/> Troy, MI 48083-1397</p>                                      | Metaldyne                               | November 2, 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>Rejection Effective Date</u></b> |
|---|--|---|--|
| Greensboro (ML-3) Lease with General Electric Capital Corporation               | <p>General Electric Capital Corporation<br/>401 Merritt Seven, Suite 23<br/>Norwalk, Connecticut 06851<br/>C/o: Joseph Catarina, Joseph.catarina@ge.com<br/>Bob Goode; Robert.Goode2@ge.com<br/>Bob Sember, Robert.Sember@ge.com</p> <p>Carey D. Schreiber<br/>Winston &amp; Strawn LLP<br/>200 Park Avenue<br/>New York, NY 10166</p> <p>Brian I. Swett<br/>Winston &amp; Strawn LLP<br/>35 West Wacker Drive<br/>Chicago, IL 60601<br/>bswett@winston.com</p> <p>Justin E. Rawlins<br/>Winston &amp; Strawn LLP<br/>333 South Grand Avenue<br/>Los Angeles, CA 90071<br/>jrawlins@winston.com</p> <p>Merrill Lynch Capital<br/>Merrill Lynch Business Financial Services Inc.<br/>222 North LaSalle Street, 16th Floor<br/>Chicago, IL 60601</p> | Metaldyne Company LLC                   | November 20, 2009                      |
| International Assignment, dated July 2005, between James S. Hudak and Metaldyne | James S. Hudak<br>1061 Lakeside Drive<br>Birmingham, MI 48009  | Metaldyne                               | November 2, 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>Rejection Effective Date</u></b> |
|---|--|---|--|
| <p>Tape Account No. 22123.001822 formed pursuant to the Data Storage and Service Agreement between Arcus Data Security (now Iron Mountain) and Metaldyne with an effective date of June 1, 2001</p> | <p>Iron Mountain<br/>31155 Wixom Rd.<br/>Wixom, MI 48393</p> <p>Frank F. McGinn<br/>Bartlett Hackett Feinberg P.C.<br/>155 Federal Street, 9th Floor<br/>Boston, MA 02110</p> <p>R. Frederick Linfesty, Esq.<br/>Iron Mountain Information Management, Inc.<br/>745 Atlantic Ave., 10<sup>th</sup> Floor<br/>Boston, MA 02111<br/>fred.linfesty@ironmuntain.com</p> <p>Iron Mountain , Inc.<br/>Attn: Ernest W. Cloutier, Secretary and General Counsel<br/>745 Atlantic Ave., 10<sup>th</sup> Floor<br/>Boston, MA 02111</p> <p>Iron Mountain Information Management, Inc.<br/>CSC-Lawyers Incorporating Service, Registered Agent<br/>601 Abbott Road<br/>East Lansing, MI 48223</p> | <p>Metaldyne</p>                        | <p>November 2, 2009</p>                |
| <p>Relocation Agreement between Metaldyne Greensboro and Tolan Raynor dated December 2, 2008 ending December 2, 2009</p>  | <p>Tolan Raynor<br/>1516 Brambleton Court<br/>Graham, NC 27253</p>   | <p>Metaldyne Greensboro</p>             | <p>November 2, 2009</p>                |

| <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>Rejection Effective Date</u></b> |
|--|--|---|--|
| Agreement, dated January 13, 2009, between Rosetta Stone Ltd. and Metaldyne  | <p>Rosetta Stone Ltd.<br/>135 West Market Street<br/>Harrisonburg, VA 22801</p> <p>Rosetta Stone, Inc.<br/>Attn: Michael C. Wu, Corporate Secretary and General Counsel<br/>1919 North Lynn Street, 7<sup>th</sup> Floor<br/>Arlington, VA 22209</p> | Metaldyne                               | November 2, 2009                       |
| Commercial Freight Management Services Agreement, dated July 15, 2003, as amended by Amendment, effective June 1, 2004, Amendment, effective July 14, 2007, and Amendment, effective January 9, 2008 | <p>Ryder Integrated Logistics, Inc<br/>Attn: Robert D. Fatovic, Chief Legal Officer, Executive Vice President and Corporate Secretary<br/>11690 NW 105th Street<br/>Miami, Florida 33178</p>   | Metaldyne Company, LLC                  | November 2, 2009                       |
| Material Handling Monthly Lease Agreement commencing May 1, 2006 by and between Tennant Financial Services and Metaldyne Corporation<br>Tennant Financial Services – 4109936-003                     | <p>Tennant Company<br/>Attn: Heidi M. Hoard, General Counsel<br/>701 N. Lilac Drive<br/>P.O. Box 1452<br/>Minneapolis, MN 55440</p>  | Metaldyne Corporation                   | November 9, 2009                       |
| Relocation Agreement between Metaldyne Greensboro and Al Wellman dated September 2, 2008 ending September 2, 2009  | <p>Al Wellman<br/>4146 Stonecrest #104<br/>Burlington, NC 27215</p>  | Metaldyne Greensboro                    | November 2, 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>Rejection Effective Date</u></b> |
|---|--|---|--|
| Material Handling Monthly Lease Agreement, commencing August 20, 2007 by and between Greater Bay Capital and Metaldyne Corporate, and subsequently sold to Wells Fargo<br>Greater Bay – 200754410 | Wells Fargo Financial Capital Finance Division (f/k/a Greater Bay Capital)<br>300 TriState International, Suite 400<br>Lincolnshire, IL 60069<br><br>Wells Fargo & Company<br>Attn: James M. Strother, General Counsel<br>420 Montgomery Street<br>San Francisco, California 94104 | Metaldyne                               | November 9, 2009                       |
| Relocation Agreement between Metaldyne Greensboro and Darlene Womack dated April 1, 2008 ending October 31, 2009  | Darlene Womack<br>1284 Jones Street<br>Ypsilanti, MI 48197   | Metaldyne Greensboro                    | November 2, 2009                       |

**EXHIBIT 2**

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

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

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

This matter coming before the Court on the Sixth 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.

---

<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: New York, New York  
\_\_\_\_\_, 2009

\_\_\_\_\_  
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>Rejection Effective Date</u></b> |
|---|--|---|--|
| <p>Purchase Order by and between Metaldyne Corporation and AAM do Brazil, dated October 4, 2007, as amended on May 11, 2009<br/>Purchase Order No. 420853</p> | <p>AAM do Brazil<br/>Av Das Nacoes, 2051<br/>Araucaria, PR 83706-630<br/>Brazil<br/>Christian.Petrykowski@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p>   | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated July 2, 2009<br/>Purchase Order No. 307494</p>                | <p>American Axle &amp; Mfg. Inc.<br/>TRD – Three Rivers Direct<br/>One Manufacturing Drive<br/>Three Rivers, MI 49093</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Laurie.Stenzel@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p> | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |

| <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>Rejection Effective Date</u></b> |
|--|--|---|--|
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated December 3, 2008, as amended on July 1, 2009<br/>Purchase Order No. 301003</p> | <p>American Axle &amp; Mfg. Inc.<br/>TRD – Three Rivers Direct<br/>One Manufacturing Drive<br/>Three Rivers, MI 49093</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Laurie.Stenzel@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p> | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |
| <p>Purchase Order by and between Metaldyne Corporation and American Axle &amp; Mfg. Inc., dated March 13, 2003, as subsequently amended<br/>Purchase Order No. 172593</p>      | <p>American Axle &amp; Mfg. Inc.<br/>DGD – Detroit Gear Direct<br/>1840 Holbrook Avenue<br/>Detroit, MI 48212-3488</p> <p>American Axle &amp; Mfg. Inc.<br/>Accounts Payable Department<br/>P.O. Box 12159<br/>Detroit, MI 48212</p> <p>Greg.Wiecorek@aam.com</p> <p>Ralph E. McDowell<br/>BODMAN LLP<br/>6<sup>th</sup> Floor at Ford Field<br/>1901 St. Antoine Street<br/>Detroit, Michigan 48226</p>     | <p>Metaldyne Corporation</p>            | <p>November 2, 2009</p>                |

| <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>Rejection Effective Date</u></b> |
|--|--|---|--|
| <p>Aon Brokerage Agreement: An insurance agreement between the Company and Aon Risk Services for brokerage services rendered to the Company for services pertaining to Casualty (AL, GL, WC), D&amp;O, Fiduciary, Business Travel Accident, Crime, Special Crime, Flood and Underground Storage.</p> | <p>Aon Risk Services<br/>3000 Town Center, Suite 3000<br/>Southfield, MI 48075<br/>Attn: Michel Pokerwinski</p> <p>Jessica Smith<br/>Aon Consulting<br/>1100 Reynolds Blvd.<br/>Winston Salem, NC 27105</p> <p>Aon Corporation<br/>Attn: Christa Davies, CFO<br/>200 East Randolph St.<br/>Chicago, IL 60601 USA</p> | <p>Metaldyne</p>                        | <p>November 2, 2009</p>                |
| <p>Marsh Brokerage Agreement: An insurance agreement between the Company and Aon Risk Services for brokerage services rendered to the Company for property, marine cargo, foreign liability and surety bonds.</p>  | <p>Aon Risk Services<br/>Attn: Robert Goss, CFO<br/>200 East Randolph St.<br/>Chicago, IL 60601 USA</p> <p>Jessica Smith<br/>Aon Consulting<br/>1100 Reynolds Blvd.<br/>Winston Salem, NC 27105</p> <p>Aon Corporation<br/>Attn: Christa Davies, CFO<br/>200 East Randolph St.<br/>Chicago, IL 60601 USA</p>         | <p>Metaldyne</p>                        | <p>November 2, 2009</p>                |

| <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>Rejection Effective Date</u></b> |
|---|---|---|--|
| Agreement between Atwell-Hicks, LLC and Metaldyne Corporation | <p>Atwell-Hicks, LLC<br/> Attn: Robert Macomber, CEO; Brian R. Wenzel, COO<br/> 500 Avis Drive<br/> Suite 100<br/> Ann Arbor, MI 48108</p> <p>Atwell-Hicks, LLC<br/> Attn: Angela S. Kasmer, Registered Agent<br/> 500 Avis Drive<br/> Suite 100<br/> Ann Arbor, MI 48108</p> | Metaldyne Corporation                   | November 2, 2009                       |
| Service Authorization Agreement, dated May 30, 2006           | <p>Credential Check<br/> 575 East Beaver Road, Suite 300<br/> Troy, MI 48083-1300</p> <p>Credential Check Corporation<br/> Attn: Steven H. Smith, Registered Agent<br/> 575 East Big Beaver Road, Suite 300<br/> Troy, MI 48083-1397</p>                                      | Metaldyne                               | November 2, 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>Rejection Effective Date</u></b> |
|---|--|---|--|
| Greensboro (ML-3) Lease with General Electric Capital Corporation               | <p>General Electric Capital Corporation<br/>401 Merritt Seven, Suite 23<br/>Norwalk, Connecticut 06851<br/>C/o: Joseph Catarina, Joseph.catarina@ge.com<br/>Bob Goode; Robert.Goode2@ge.com<br/>Bob Sember, Robert.Sember@ge.com</p> <p>Carey D. Schreiber<br/>Winston &amp; Strawn LLP<br/>200 Park Avenue<br/>New York, NY 10166</p> <p>Brian I. Swett<br/>Winston &amp; Strawn LLP<br/>35 West Wacker Drive<br/>Chicago, IL 60601<br/>bswett@winston.com</p> <p>Justin E. Rawlins<br/>Winston &amp; Strawn LLP<br/>333 South Grand Avenue<br/>Los Angeles, CA 90071<br/>jrawlins@winston.com</p> <p>Merrill Lynch Capital<br/>Merrill Lynch Business Financial Services Inc.<br/>222 North LaSalle Street, 16th Floor<br/>Chicago, IL 60601</p> | Metaldyne Company LLC                   | November 20, 2009                      |
| International Assignment, dated July 2005, between James S. Hudak and Metaldyne | James S. Hudak<br>1061 Lakeside Drive<br>Birmingham, MI 48009  | Metaldyne                               | November 2, 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>Rejection Effective Date</u></b> |
|---|---|---|--|
| <p>Tape Account No. 22123.001822 formed pursuant to the Data Storage and Service Agreement between Arcus Data Security (now Iron Mountain) and Metaldyne with an effective date of June 1, 2001</p> | <p>Iron Mountain<br/>31155 Wixom Rd.<br/>Wixom, MI 48393</p> <p>Frank F. McGinn<br/>Bartlett Hackett Feinberg P.C.<br/>155 Federal Street, 9th Floor<br/>Boston, MA 02110</p> <p>R. Frederick Linfesty, Esq.<br/>Iron Mountain Information Management, Inc.<br/>745 Atlantic Ave., 10<sup>th</sup> Floor<br/>Boston, MA 02111<br/><a href="mailto:fred.linfesty@ironmountain.com">fred.linfesty@ironmountain.com</a></p> <p>Iron Mountain , Inc.<br/>Attn: Ernest W. Cloutier, Secretary and General Counsel<br/>745 Atlantic Ave., 10<sup>th</sup> Floor<br/>Boston, MA 02111</p> <p>Iron Mountain Information Management, Inc.<br/>CSC-Lawyers Incorporating Service, Registered Agent<br/>601 Abbott Road<br/>East Lansing, MI 48223</p> | <p>Metaldyne</p>                        | <p>November 2, 2009</p>                |
| <p>Relocation Agreement between Metaldyne Greensboro and Tolan Raynor dated December 2, 2008 ending December 2, 2009</p>  | <p>Tolan Raynor<br/>1516 Brambleton Court<br/>Graham, NC 27253</p>  | <p>Metaldyne Greensboro</p>             | <p>November 2, 2009</p>                |



| <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>Rejection Effective Date</u></b> |
|--|--|---|--|
| Agreement, dated January 13, 2009, between Rosetta Stone Ltd. and Metaldyne  | <p>Rosetta Stone Ltd.<br/>135 West Market Street<br/>Harrisonburg, VA 22801</p> <p>Rosetta Stone, Inc.<br/>Attn: Michael C. Wu, Corporate Secretary and General Counsel<br/>1919 North Lynn Street, 7<sup>th</sup> Floor<br/>Arlington, VA 22209</p> | Metaldyne                               | November 2, 2009                       |
| Commercial Freight Management Services Agreement, dated July 15, 2003, as amended by Amendment, effective June 1, 2004, Amendment, effective July 14, 2007, and Amendment, effective January 9, 2008 | <p>Ryder Integrated Logistics, Inc<br/>Attn: Robert D. Fatovic, Chief Legal Officer, Executive Vice President and Corporate Secretary<br/>11690 NW 105th Street<br/>Miami, Florida 33178</p>   | Metaldyne Company, LLC                  | November 2, 2009                       |
| Material Handling Monthly Lease Agreement commencing May 1, 2006 by and between Tennant Financial Services and Metaldyne Corporation<br>Tennant Financial Services – 4109936-003                     | <p>Tennant Company<br/>Attn: Heidi M. Hoard, General Counsel<br/>701 N. Lilac Drive<br/>P.O. Box 1452<br/>Minneapolis, MN 55440</p>  | Metaldyne Corporation                   | November 9, 2009                       |
| Relocation Agreement between Metaldyne Greensboro and Al Wellman dated September 2, 2008 ending September 2, 2009  | <p>Al Wellman<br/>4146 Stonecrest #104<br/>Burlington, NC 27215</p>  | Metaldyne Greensboro                    | November 2, 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>Rejection Effective Date</u></b> |
|---|--|---|--|
| Material Handling Monthly Lease Agreement, commencing August 20, 2007 by and between Greater Bay Capital and Metaldyne Corporate, and subsequently sold to Wells Fargo<br>Greater Bay – 200754410 | Wells Fargo Financial Capital Finance Division (f/k/a Greater Bay Capital)<br>300 TriState International, Suite 400<br>Lincolnshire, IL 60069<br><br>Wells Fargo & Company<br>Attn: James M. Strother, General Counsel<br>420 Montgomery Street<br>San Francisco, California 94104 | Metaldyne                               | November 9, 2009                       |
| Relocation Agreement between Metaldyne Greensboro and Darlene Womack dated April 1, 2008 ending October 31, 2009  | Darlene Womack<br>1284 Jones Street<br>Ypsilanti, MI 48197   | Metaldyne Greensboro                    | November 2, 2009                       |

| <b>Summary Report:</b>   |           |
|--|-----------|
| <b>Litera Change-Pro ML WIX 6.0.1.498 Document Comparison done on<br/>11/16/2009 10:20:12 AM</b> |           |
| <b>Style Name:</b> JD Blackline  |           |
| <b>Original Filename:</b>  |           |
| <b>Original DMS:</b> iw://CLI/1759200/2  |           |
| <b>Modified Filename:</b> Second Revised Proposed Sixth Omni Order.doc                           |           |
| <b>Modified DMS:</b>   |           |
| <b>Changes:</b>  |           |
| <b>Add</b>   | 4         |
| Delete   | 4         |
| Move From  | 0         |
| Move To  | 0         |
| <b>Table Insert</b>  | 0         |
| Table Delete   | 2         |
| Embedded Graphics (Visio, ChemDraw, Images etc.)   | 0         |
| Embedded Excel   | 0         |
| <b>Total Changes:</b>  | <b>10</b> |