

EXHIBIT I.A.32

DEBTORS IN THE CHAPTER 11 CASES
EXHIBIT I.A.32

Debtor Name	Case No.
ER Acquisition Corp.	Case No. 09-13432 (MG)
GMTI Holding Company	Case No. 09-13433 (MG)
Halyard Aviation Services, Inc.	Case No. 09-13434 (MG)
MascoTech Saturn Holdings, Inc.	Case No. 09-13435 (MG)
MASG Disposition, Inc.	Case No. 09-13436 (MG)
MASX Energy Services Group, Inc.	Case No. 09-13437 (MG)
MD Products Corp.	Case No. 09-13411 (MG)
NC-M Chassis Systems, LLC	Case No. 09-13422 (MG)
Oldco M Asia, Inc. (f/k/a Metaldyne Asia, Inc.)	Case No. 09-13425 (MG)
Oldco M Company LLC (f/k/a Metaldyne Company LLC)	Case No. 09-13414 (MG)
Oldco M Corporation (f/k/a Metaldyne Corporation)	Case No. 09-13412 (MG)
Oldco M Driveline Co., LLC (f/k/a Metaldyne Driveline Co., LLC)	Case No. 09-13426 (MG)
Oldco M DuPage Die Casting Corporation (f/k/a Metaldyne DuPage Die Casting Corporation)	Case No. 09-13418 (MG)
Oldco M Engine Co., LLC (f/k/a Metaldyne Engine Co., LLC)	Case No. 09-13413 (MG)
Oldco M Europe, Inc.(f/k/a Metaldyne Europe, Inc.)	Case No. 09-13427 (MG)
Oldco M Intermediate Holdco, Inc. (f/k/a Metaldyne Intermediate Holdco, Inc.)	Case No. 09-13441 (MG)
Oldco M Lester Precision Die Casting, Inc. (f/k/a Metaldyne Lester Precision Die Casting, Inc.)	Case No. 09-13415 (MG)
Oldco M Light Metals Company, Inc. (f/k/a Metaldyne Light Metals Company, Inc.)	Case No. 09-13420 (MG)
Oldco M Machining and Assembly Company, Inc. (f/k/a Metaldyne Machining and Assembly Company, Inc.)	Case No. 09-13419 (MG)
Oldco M Precision Forming - Fort Wayne, Inc. (f/k/a Metaldyne Precision Forming - Fort Wayne, Inc.)	Case No. 09-13428 (MG)
Oldco M Services, Inc. (f/k/a Metaldyne Services, Inc.)	Case No. 09-13429 (MG)
Oldco M Sintered Components, LLC (f/k/a Metaldyne Sintered Components, LLC)	Case No. 09-13416 (MG)
Oldco M Sintered Components of Indiana, Inc. (f/k/a Metaldyne Sintered Components of Indiana, Inc.)	Case No. 09-13430 (MG)
Oldco M Sintered Components St. Marys, Inc. (f/k/a Metaldyne Sintered Components St. Marys, Inc.)	Case No. 09-13421 (MG)
Oldco M Tubular Products, Inc. (f/k/a Metaldyne Tubular Products, Inc.)	Case No. 09-13417 (MG)
Oldco M U.S. Holding Co. (f/k/a Metaldyne U.S. Holding Co.)	Case No. 09-13431 (MG)
Precision Headed Products, Inc.	Case No. 09-13438 (MG)

Debtor Name	Case No.
Punchcraft Company	Case No. 09-13423 (MG)
Stahl International, Inc.	Case No. 09-13439 (MG)
W.C. McCurdy Co.	Case No. 09-13440 (MG)
Windfall Specialty Powders, Inc.	Case No. 09-13424 (MG)

EXHIBIT I.A.42

DISTRIBUTION TRUST AGREEMENT
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DISTRIBUTION TRUST AGREEMENT

BY AND AMONG

OLDCO M CORPORATION AND ITS DEBTOR AFFILIATES

AND

EXECUTIVE SOUNDING BOARD ASSOCIATES, INC.

[____], 2010

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DISTRIBUTION TRUST AGREEMENT

This DISTRIBUTION TRUST AGREEMENT (the “Agreement”), effective as of the Effective Date, pursuant to the Plan (as hereinafter defined), by and among the debtors listed on the signature page hereto (collectively the “Debtors”), and Executive Sounding Board Associates, Inc., in its capacity as the distribution trustee (or any successor trustee, the “Distribution Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan.

RECITALS

WHEREAS, on May 27, 2009, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, on January 11, 2010, the Debtors filed the Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (as the same may be amended or modified and as confirmed by the Bankruptcy Court pursuant to Section 1129 of the Code, the “Plan”) pursuant to the Bankruptcy Code;

WHEREAS, by order dated [____], 2010, the Bankruptcy Court confirmed the Plan;

WHEREAS, the trust created hereby (the “Distribution Trust”) is created pursuant to, and to effectuate, Section III.C.1 of the Plan and constitutes the “Distribution Trust” as contemplated by the Plan;

WHEREAS, the Distribution Trustee was selected to serve as trustee under Section III.C.4 of the Plan by the statutory official committee of unsecured creditors appointed by the United States Trustee on June 4, 2009, as modified on June 18, 2009, pursuant to section 1102 of the Bankruptcy Code (the “Creditors’ Committee”), and the selection of the Distribution Trustee has been consented to by the Debtors;

WHEREAS, under the terms of the Plan, effective as of the Effective Date, all Distribution Trust Assets (as hereinafter defined) shall be transferred to and held by the Distribution Trust created by this Distribution Trust Agreement so that, among other things: (a) reasonable compensation shall be paid to the Distribution Trustee; (b) other expenses of the Distribution Trust shall be paid, including the cost of pursuing the claims assigned to the Distribution Trust; (c) counsel, accountants, financial advisors or other professionals may be retained and their compensation paid; (d) Cash may be invested by the Distribution Trustee, subject to the limitations set forth herein; (e) appropriate Tax returns or requests for extension and other reports on behalf of the Distribution Trust and the Debtors shall be timely prepared and filed and Taxes or other obligations owed by the Distribution Trust and the Debtors (other than amounts owed by the Debtors that are prepetition unsecured nonpriority Claims) shall be timely paid; (f) any remaining Going Concern Business may be maintained (if appropriate), subject to the limitations set forth in this Agreement, pending the sale or liquidation thereof; (g) the Distribution Trust Assets may be liquidated in an orderly and expeditious manner; and (h) the Recovery Actions or any other claims, rights or causes of action assigned to the Distribution Trust may be litigated, settled, abandoned or dismissed.

WHEREAS, the Distribution Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Debtors and the Distribution Trustee agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Plan. The following capitalized terms used in this Agreement have the meanings ascribed to them in this Section 1.1:

“Agreement” has the meaning set forth in the introductory paragraph to this Agreement.

“Bankruptcy Case” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the chapter 11 cases pending for the Debtors in the Bankruptcy Court.

“Bankruptcy Code” has the meaning set forth in the Recitals to this Agreement.

“Bankruptcy Court” has the meaning set forth in the Recitals to this Agreement.

“Beneficiaries” means creditors and holders of Claims against the Estates.

“Claims Report” means, with respect to each Estate or, if such Estates are substantively consolidated, with respect to the consolidated Estate, a report prepared by the claims agent for such Estate setting forth: (a) a listing, as of the Effective Date, of: (i) all Allowed Administrative Claims; (ii) all Allowed Priority Tax Claims; (iii) all Allowed Priority Claims of such Estate; (iv) all Allowed Secured Claims; (v) all Allowed General Unsecured Claims of such Estate; and (vi) all Disputed Claims; and (b) for each Claim so listed, the information possessed by the Debtors with respect to each such Claim.

“Class 1 Claims” means any Allowed Priority Claim to be satisfied solely by a payment in Cash from the Other Asset Trust Account in accordance with Section II.B.1 of the Plan.

“Class 2 Claims” means the Allowed Secured Claims (other than Allowed Customer Note Claims) to be satisfied, at the election of the applicable Debtor or the Distribution Trustee, in accordance with Option A set forth in Section II.B.2 of the Plan.

“Class 3 Claims” means the Allowed Customer Note Claims that are treated as General Unsecured Claims to be satisfied solely from the interest of such holder of Allowed Customer Note Claims in its Pro Rata share of any Unsecured Creditor Distributions, in accordance with Section II.B.3 of the Plan.

“Class 4 Claims” means the Allowed 2013 Senior Note Claims, Allowed 2012 Senior Subordinated Note Claims and any other Allowed General Unsecured Claim (other than Allowed Customer Note Claims) to be satisfied solely from the interest of such holder of Allowed General

Unsecured Claims in its Pro Rata share of any Unsecured Creditor Distributions, in accordance with Section II.B.4 of the Plan.

“Creditors’ Committee” has the meaning set forth in the Recitals to this Agreement.

“Current Report” means a report Filed with the Bankruptcy Court by the Distribution Trustee, on behalf of the Distribution Trust, describing developments affecting the Distribution Trust in any material respect (as determined by the Distribution Trustee in its Permitted Discretion) in such detail as determined by the Distribution Trustee in its Permitted Discretion.

“Debtor Parties” means, collectively, the Debtors and any directors, officers, employees, agents, professionals, principals and other representatives thereof.

“Disbursing Agent” means the Distribution Trustee, in its capacity as a disbursing agent pursuant to the Plan, or any third party acting as disbursing agent at the direction of the Distribution Trustee, including without limitation, the 2012 Indenture Trustee and 2013 Indenture Trustee.

“Disputed Claims Reserve” means, with respect to each of the Other Asset Trust Account and Recovery Action Trust Account, the reserve of Cash and other Distribution Trust Assets retained by the Distribution Trustee to satisfy Disputed Claims, if, as and when they are Allowed, or, to the extent such Disputed Claims are not Allowed, to satisfy Claims that are Allowed in accordance with the terms of the Plan.

“Distribution Date” has the meaning set forth in Section 5.4.2(a) to this Agreement.

“Distributable Net Recovery Action Asset Cash” means, as of any date, the Net Recovery Action Asset Cash in the Recovery Action Trust Account after (a) payment of all Recovery Action Distribution Trust Expenses and applicable General Distribution Trust Expenses and (b) subject to Section 3.3.3 hereof, the resolution and payment of all Administrative Claims, Cure Amount Claims (except such Claims for which MD Investors has payment responsibility), Priority Tax Claims, Class 1 Claims and Class 2 Claims, in each case, assuming that (i) the Distribution Trustee will be unsuccessful in, and shall receive no Cash proceeds from, any outstanding or unresolved litigation with claimants to the extent any issue is being reasonably contested by such claimant and (ii) the Distribution Trustee will be unsuccessful in, and shall receive no Cash proceeds from, any unresolved Recovery Actions.

“Distributable Net Other Asset Cash” means, as of any date, the Net Other Asset Cash in the Other Asset Trust Account after (a) payment of all Other Asset Distribution Trust Expenses and applicable General Distribution Trust Expenses and (b) subject to Section 3.3.3 hereof, the resolution and payment of all Administrative Claims, Cure Amount Claims (except such Claims for which MD Investors has payment responsibility), Priority Tax Claims, Class 1 Claims and Class 2 Claims, in each case, assuming that (i) the Distribution Trustee will be unsuccessful in, and shall receive no Cash proceeds from, any outstanding or unresolved litigation with claimants to the extent any issue is being reasonably contested by such claimant and (ii) the Distribution Trustee will be unsuccessful in, and shall receive no Cash proceeds from, the sale, liquidation, transfer or disposition of any Non-Cash Assets.

“Distribution Record Date” means the close of business on the Confirmation Date.

“Distribution Trust Assets” means, collectively, Recovery Actions, Net Recovery Action Asset Cash, Net Other Asset Cash and Non-Cash Assets.

“Distribution Trust Expense” means any and all reasonable fees, costs and expenses incurred by the Distribution Trust or the Distribution Trustee (or any Disbursing Agent, person, Entity or professional engaged by the Distribution Trustee to make disbursements or otherwise assist the Distribution Trustee with its duties under this Agreement) on or after the Effective Date in connection with any of their duties under the Plan or this Agreement, including, without limitation, any administrative fees, attorneys’ or other professionals’ fees and expenses, insurance fees, taxes, escrow expenses and fees payable under 28 U.S.C. § 1930, and costs related to the maintenance of any remaining Going Concern Business, subject to the limitations set forth in this Agreement, pending the sale or liquidation thereof, including without limitation, the General Distribution Trust Expenses, Recovery Action Distribution Trust Expenses and Other Asset Distribution Trust Expenses.

“Distribution Trust Expense Account” means the segregated trust account to be established and maintained pursuant to the Plan to fund the payment of Distribution Trust Expense, including, without limitation, the Recovery Action Distribution Trust Expenses and Other Asset Distribution Trust Expenses.

“Distribution Trust” has the meaning set forth in the Recitals to this Agreement.

“Distribution Trustee” has the meaning set forth in the introductory paragraph of this Agreement.

“Engagement Terms” means the additional terms submitted by the Distribution Trustee, which are attached as Exhibit A hereto and deemed to be part of this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Face Amount” means (a) if a proof of Claim has been filed: (i) if only a liquidated amount is provided on the proof of Claim, the full stated amount claimed by the holder of such Claim in any proof of Claim filed by the applicable Bar Date, (ii) if a portion of the Claim is unliquidated, an amount proposed by the Debtors or the Distribution Trustee in their reasonable estimation if they were unsuccessful in litigating the Claims to a Final Order, such amount to not be less than the liquidated amount of the Claim, in each case, however, if a party requests that the amount of the Claim be estimated for purposes of calculating distributions, the Face Amount shall be the amount so estimated by the Bankruptcy Court; or (b) if a proof of Claim has not been filed: (i) the amount set forth in the Schedules, if such amount is liquidated; or (ii) an amount reasonably estimated by the Distribution Trustee, in its Permitted Discretion, to account for proofs of Claim not yet Filed that potentially could be filed by an applicable Bar Date.

“Final Distribution Date” for a particular Class of Claims means the Distribution Date upon which final distributions to claimants in the Class are to be made.

“Foreign Asset Subsidiaries” means, collectively, Metaldyne International Holdings B.V. and Metaldyne Machining and Assembly Mfg. Co. (Canada) Ltd., which entities presently are subsidiaries of the Debtors.

“Foreign No-Asset Subsidiaries” means, collectively, Metaldyne International Sales, Inc.; Metaldyne Chassis Manufacturing (Hangzhou) Co. Ltd.; R.J. Simpson India Private Limited; and Simpson Industries, Ltda., which entities presently are subsidiaries of the Debtors.

“General Distribution Trust Expenses” means Distribution Trust Expense other than Other Asset Distribution Trust Expenses or Recovery Action Distribution Trust Expenses, including, but not limited to, the fees of the Distribution Trustee or other Disbursing Agent, out-of-pocket expenses actually incurred by the members of Oversight Committee, fees incurred in connection with the making of distributions, escrow expenses and fees payable under 28 U.S.C. § 1930.

“General Unsecured Claim” means any Claim unpaid as of the Effective Date that is not an Administrative Claim, Cure Amount Claim, Priority Claim, Priority Tax Claim or Secured Claim, and includes, without limitation, the Class 3 Claims and Class 4 Claims.

“Going Concern Business” means the business conducted at Oldco M’s facility located in Middleville, Michigan.

“Indemnified Parties” means, collectively, the Distribution Trustee, the members of the Oversight Committee and their respective directors, officers, partners, members and employees.

“Initial MD Investors Funding Amount” means the \$2,500,000 that MD Investors has paid into an escrow fund and shall be released from escrow to the Distribution Trust on the Effective Date pursuant to the terms of this Agreement and the Sale Transaction and Sale Order.

“Initial Other Asset Funding Amount” means all Cash existing in the Debtors’ Estates as of the Effective Date.

“Interim Distribution Bar Date” is the date, if any, selected by the Distribution Trustee prior to each Distribution Date for which any claims that become Allowed Claims prior to such date will be entitled to receive a distribution on the Distribution Date.

“MD Investors” means MD Investors Corporation, a Delaware corporation.

“Net Other Asset Cash” means the Initial Other Asset Funding Amount (a) *less* (i) any and all Other Asset Distribution Trust Expenses; (ii) 50% of the General Distribution Trust Expenses; and (iii) the amounts of Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims that are paid on or after the Effective Date; (b) *plus* (i) any and all Cash transferred to the Other Asset Trust Account from the Recovery Action Trust Account subject to Section 3.3.3 hereof and (ii) proceeds of sales or liquidation of Non-Cash Assets of the Distribution Trust (other than the from judgments or settlements of Recovery Actions).

“Net Recovery Action Asset Cash” means the Initial MD Investors Funding Amount (a) *less* (i) any and all Recovery Action Distribution Trust Expenses; (ii) 50% of General Distribution Trust Expenses; and (iii) any and all amounts transferred to the Other Asset Trust Account pursuant to Section 3.3.3 hereof to the extent not otherwise reimbursed; (b) *plus* any recoveries from Recovery Actions.

“Non-Cash Assets” means any assets of any Debtor (excluding rights under any Executory Contract or Unexpired Lease that is being rejected in accordance with the Plan) that

are not Recovery Actions, Net Recovery Action Cash or Net Other Asset Cash, including, without limitation, the assets set forth on Exhibit B hereto.

“Oldco M” means Oldco M Corporation (formerly known as Metaldyne Corporation), a Delaware corporation.

“Oldco M Retirement Plans” means the Metaldyne Corporation Hourly Retirement Plan and the Metaldyne Corporation Salaried Retirement Plan, each of which shall terminate effective February 23, 2010.

“Oldco M Welfare Plan” means the Metaldyne Corporation Welfare Benefit Plan, which shall terminate effective February 28, 2010, subject to the right of its participants to submit claims thereunder through and including May 31, 2010.

“Other Asset Distribution Trust Expenses” means Distribution Trust Expense incurred in connection with the maintenance, liquidation and administration of Distribution Trust Assets other than Recovery Actions, including any expenses incurred in connection with the maintenance of any remaining Going Concern Business, subject to the limitations set forth in this Agreement, pending the sale or liquidation thereof, and that are incurred in an effort to maximize the ultimate value realized from the sale of the Distribution Trust Assets other than the Recovery Actions.

“Other Asset Trust Account” means the segregated trust account to be established and maintained by the Distribution Trustee pursuant to Section III.F.1 of the Plan into which the Initial Other Asset Funding Amount shall be deposited by the Debtors on or prior to the Effective Date and into which the Non-Cash Assets and any proceeds of any sale or liquidation of Non-Cash Assets of the Distribution Trust (other than proceeds from the liquidation of Recovery Actions) shall be deposited, in each case, prior to the distribution thereof in accordance with the Plan.

“Oversight Committee” shall mean the committee of creditors appointed under Section III.C.3 of the Plan, which shall consult with the Distribution Trustee and shall have the powers granted to it under the Plan and this Agreement.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable business judgment.

“Permitted Investments” means the following investments so long as they have maturities of 90 days or less: (a) obligations issued or guaranteed by the United States or by any person controlled or supervised by or acting as an instrumentality of the United States pursuant to authority granted by the United States Congress; (b) obligations issued or guaranteed by any state or political subdivision thereof rated either AA or higher, or MIG 1 or higher, by Moody’s Investors Service, Inc. or its successor or AA or higher, or an equivalent, by Standard & Poor’s Ratings Services or its successor; (c) commercial or finance paper which is rated either P-1 or higher or an equivalent by Moody’s Investors Service, Inc. or its successor or A-1 or higher or an equivalent by Standard & Poor’s Ratings Services or its successor; (d) certificates of deposit or time deposits of banks or trust companies, organized under the laws of the United States, having a minimum equity of \$500,000,000; and (e) money market funds registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, which invests in securities of the type described in clause (a) above.

“Plan” has the meaning set forth in the Recitals to this Agreement.

“Purchase Agreement” means the Purchase Agreement, dated as of August 7, 2009, by and between MD Investors and Oldco M.

“Recovery Actions” means, collectively and individually, all claims and causes of action held by the Debtors’ Estates of any nature, including, without limitation, claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code, and any other avoidance or similar action under the Bankruptcy Code or similar state law, and the proceeds thereof, whether received by judgment, settlement or otherwise.

“Recovery Action Distribution Trust Expenses” means Distribution Trust Expense incurred in the pursuit of Recovery Actions, including attorneys’ fees and related expenses.

“Recovery Action Trust Account” means the segregated trust account to be established and maintained by the Distribution Trustee pursuant to Section III.F.1 of the Plan into which the MD Investors Funding Amount shall be deposited by MD Investors or an escrow agent in possession of the Initial MD Investors Funding Amount on or prior to the Effective Date and in which the net proceeds of any Recovery Actions shall be deposited, in each case, prior to the distribution thereof in accordance with the Plan.

“Sale Transaction” means the transactions contemplated by the Purchase Agreement and Sale Order, pursuant to which the Debtors agreed to sell substantially all of the Debtors’ assets to MD Investors.

“Securities Act” means the Securities Act of 1933.

“Semi-Annual Receipts/Disbursements Report” means a semi-annual unaudited report Filed with the Bankruptcy Court by the Distribution Trustee, on behalf of the Distribution Trust, within 31 days after June 30 and December 31 of each calendar year: (a) all Distribution Trust Assets liquidated by the Distribution Trust during such semi-annual period; (b) all Distribution Trust Assets held by the Distribution Trust at the end of such semi-annual period; and (c) all Distribution Trust Assets disbursed during such calendar year, in each case itemized for the individual Trust Accounts.

“Trust Accounts” means the Distribution Trust Expense Account, the Other Asset Trust Account, the Recovery Action Trust Account and the Undeliverable Cash Trust Account, in each case, including any sub-account thereof, and any other trust account or sub-account thereof established by the Debtors or the Distribution Trustee.

“Undeliverable Cash Trust Account” means the segregated trust account to be established and maintained by the Distribution Trustee pursuant to Section V.E.2 of the Plan to hold undeliverable Cash for the benefit of holders of Allowed Claims solely from the Distribution Trust Assets.

“United States” or “U.S.” means the United States of America.

“Unpaid Indenture Trustee Fee Amount” means, as of a specified date, all unpaid fees and expenses that are payable to the 2013 Indenture Trustee or 2012 Indenture Trustee, or their respective professionals, under the terms of the 2013 Senior Note Indenture and the 2012 Senior Subordinated Note Indenture, respectively.

“Unsecured Creditor Distributions” means distributions of (a) 100% of Net Recovery Action Asset Cash, including proceeds of Recovery Actions, from the Recovery Action Trust Account and (b) 50% of Net Remaining Other Asset Cash from the Other Asset Trust Account.

1.2 Interpretation.

1.2.1 Certain References. Unless the context otherwise requires: (a) all references in this Agreement to Sections, Articles or Exhibits are to Sections, Articles or Exhibits of or to this Agreement; and (b) words in the singular include the plural and *vice versa*. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” All references to “\$” or dollar amounts are to lawful currency of the United States.

1.2.2 Titles and Headings. Titles and headings to Sections, Articles and Exhibits in or to this Agreement are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.2.3 Inconsistencies with the Plan. In the event of any inconsistency between any provision of this Agreement, on the one hand, and any provision of the Plan, on the other hand, the provisions of the Plan shall govern and control.

ARTICLE 2

ESTABLISHMENT OF THE DISTRIBUTION TRUST

2.1 Creation and Purposes of the Distribution Trust. The Debtors and the Distribution Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create a trust, which is the “Distribution Trust” contemplated by the Plan. The Distribution Trust is established for the sole purpose of liquidating the Distribution Trust Assets in accordance with Treasury Regulation §301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except the maintenance of any remaining Going Concern Business, subject to the limitations set forth in this Agreement, pending the sale or liquidation thereof. Accordingly, the Distribution Trustee shall not unduly prolong the duration of the Distribution Trust.

2.2 Identification of Beneficiaries. Within ten days of the Effective Date, the Debtors shall deliver to the Distribution Trustee the Claims Report with respect to Debtors’ Estates.

2.3 Transfer of Initial Distribution Trust Assets. On the Effective Date, the Debtors shall transfer to the Distribution Trust the Distribution Trust Assets, in each case allocated to the designated Trust Account, whereupon title to such Distribution Trust Assets shall irrevocably vest in the Distribution Trust, free and clear of Claims, Liens and Interests. For the avoidance of doubt, the Distribution Trustee shall have the authority to create any sub-accounts or sub-trusts within the Distribution Trust, which may have a separate legal existence and shall be considered sub-accounts or sub-trusts of the Other Asset Trust Account, and into which the Distribution Trustee may deposit any Non-Cash Assets, including, without limitation, real or other personal property, pending its liquidation. Such sub-accounts or sub-trusts may hold legal title to such Non-Cash Assets; provided that any Cash proceeds of such sub-accounts or sub-trusts shall be deposited directly into the Other Asset Trust Account in accordance with Section 3.3.3(b) hereof.

2.4 Distribution Trustee’s Acceptance. The Distribution Trustee hereby accepts the duties as trustee imposed on it by this Agreement and agrees to observe and perform such duties,

on and subject to the terms and conditions set forth in this Agreement. In connection with and in furtherance of the purposes of the Distribution Trust, the Distribution Trustee hereby expressly accepts the transfer of Distribution Trust Assets to the Distribution Trust pursuant to Section 2.3, subject to the provisions of the Plan, and the Distribution Trustee hereby further expressly agrees to establish and maintain the Trust Accounts and to distribute the Distribution Trust Assets in accordance with the Plan and this Agreement.

2.5 Further Assurances. Prior to the Effective Date, the Debtors or their agents shall, on request of the Distribution Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Distribution Trustee any portion of the Distribution Trust Assets or to vest the powers or property hereby conveyed, including, without limitation, any acts necessary and appropriate to effect and provide notice of the substitution of the Distribution Trustee as the party to any Recovery Action or other litigation to which the Debtors are a party. The Debtors disclaim any right to any reversionary interest in any of the Distribution Trust Assets, but nothing herein shall limit the right and power of the Distribution Trustee to abandon any Distribution Trust Assets in the event the Distribution Trustee determines it is in the best interests of the Distribution Trust and the beneficiaries of the Distribution Trust to do so.

2.6 Tax Matters.

2.6.1 Income Tax Treatment.

(a) The Debtors, the Distribution Trustee and the holders of Allowed General Unsecured Claims shall treat the Distribution Trust as a “liquidating trust” within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. For income tax purposes, the Debtors, the Distribution Trustee and the holders of Allowed General Unsecured Claims shall treat the transfer of the Distribution Trust Assets to the Distribution Trust as (a) the transfer of the Distribution Trust Assets by the Debtors to the holders of Allowed General Unsecured Claims (subject to any liabilities of the Debtors to which such assets are subject), followed by (b) the transfer of such assets (subject to such liabilities) by the holders of Allowed General Unsecured Claims to the Distribution Trust in exchange for their beneficial interests therein.

(b) As soon as reasonably possible after the Effective Date, the Distribution Trustee shall determine the fair market value of each Distribution Trust Asset other than Cash based on a good faith determination, a review of the records of the Debtors and the advice of any professional retained by the Distribution Trustee for this purpose. The Distribution Trustee shall then, as soon as reasonably practicable after such determination, notify each holder of an Allowed General Unsecured Claim of the estimated value of such holder’s interest in the Distribution Trust. The Debtors, the Distribution Trustee and the holders of Allowed General Unsecured Claims shall consistently use such values for all federal income tax purposes.

(c) The holders of Allowed General Unsecured Claims shall be treated for tax purposes as the grantors and deemed owners of their respective shares of the Distribution Trust. As such, the holders of Allowed General Unsecured Claims shall include in their taxable incomes their respective shares of each item of the Distribution Trust’s income, gain, deduction, loss and credit.

(d) All income of the Distribution Trust and the Disputed Claims Reserves will be subject to tax on a current basis.

2.6.2 Tax Returns.

(a) The Distribution Trustee shall timely file all Tax returns required to be filed by the Distribution Trust on the basis that the Distribution Trust is a grantor trust pursuant to Treasury Regulation § 1.671-4(a).

(b) As soon as reasonably possible after the close of each calendar year, the Distribution Trustee shall send each holder of an Allowed General Unsecured Claim a statement setting forth such holder's share of the Distribution Trust's income, gain, deduction, loss and credit for the year and shall instruct the holder to report all such items on his, her or its Tax returns for such year and pay any Tax due with respect thereto.

(c) The Distribution Trustee shall timely file all Tax returns required to be filed with respect to the Disputed Claims Reserve on the basis that the Disputed Claims Reserve is a discrete trust pursuant to Section 641 et seq. of the Internal Revenue Code. The Distribution Trustee shall pay from the Distribution Trust Assets any Taxes required to be paid with respect to the Disputed Claims Reserve's undistributed income or gains.

(d) The Distribution Trustee may request an expedited determination of the Taxes owed by the Distribution Trust or the Disputed Claims Reserve under Section 505(b) of the Bankruptcy Code for any Tax return for which such determination may be requested.

(e) The Distribution Trustee shall timely file any and all Debtor Tax returns or requests for extension, including, but not limited to, timely filing (i) all information returns (*e.g.*, IRS Forms W-2 and 1099, as appropriate), (ii) all Tax returns or requests for extension that the Debtors would have filed prior to their fiscal year end if they had not dissolved and (iii) all documents necessary and appropriate to request refunds of taxes owed to the Debtors' Estates.

2.6.3 Withholding; Taxpayer Identification Number. The Distribution Trustee shall withhold and pay over to the appropriate taxing authority any Taxes required to be withheld with respect to any distribution or payment pursuant to this Agreement or the Plan. Any Tax withheld shall be treated as distributed to the distributee for purposes of this Agreement. The Distribution Trustee may require that any distributee certify to the Distribution Trustee's satisfaction such distributee's taxpayer identification number (assigned by the Internal Revenue Service), or certify to the Distribution Trustee's satisfaction that distributions to the distributee are exempt from backup withholding, and the Distribution Trustee may condition any distribution on receipt of such information.

ARTICLE 3

TRUST ACCOUNTS

3.1 Creation of the Trust Accounts. On or prior to the Effective Date, the Distribution Trustee shall establish in its own name with federally-insured United States banks each of the Trust Accounts. The Distribution Trustee may also maintain the Debtors' bank accounts for a limited period of time if, in its Permitted Discretion, the maintenance of such accounts is in the best interests of the Beneficiaries.

3.2 Distribution Trust Expense Account.

3.2.1 Funding. On and after the Effective Date, following the transfer of Distribution Trust Assets to the Distribution Trust in accordance with Section 2.3, the Distribution Trustee shall fund the Distribution Trust Expense Account from the Other Asset Trust Account and Recovery Action Trust Account in accordance with Section III.C.7 of the Plan. If at any time, and from time to time, the Distribution Trustee determines, in its Permitted Discretion, that Cash is required to make payments of General Distribution Trust Expenses, the Distribution Trustee may transfer Cash amounts from each of the Other Asset Trust Account and Recovery Action Trust Account (to the extent Cash remains available in any such account) to the Distribution Trust Expense Account; provided that, in each instance, and to the extent of available funds, the Distribution Trustee shall transfer one-half of such Cash amount from the Recovery Action Trust Account and one-half of such Cash amount from the Other Asset Trust Account.

3.2.2 Use of Funds. Except as otherwise ordered by the Bankruptcy Court or provided for in the Plan, the Distribution Trustee, in its capacity as Disbursing Agent, shall, in its Permitted Discretion, pay General Distribution Trust Expenses from the Distribution Trust Expense Account, without the need for further Bankruptcy Court approval.

3.2.3 Excess Funds. If, at any time after the funding of the Distribution Trust Expense Account in accordance with Section 3.2.1, the Distribution Trustee determines that the Cash balance of the Distribution Trust Expense Account is in excess of the amount that shall be sufficient to make all payments payable therefrom in accordance with the terms of the Plan and this Agreement, the Distribution Trustee, in its Permitted Discretion, may transfer such excess Cash to the Other Asset Trust Account and Recovery Action Trust Account; provided that, in each instance, and to the extent consistent with the source of the excess Cash, the Distribution Trustee shall transfer one-half of such Cash amount to the Recovery Action Trust Account and one-half of such Cash amount to the Other Asset Trust Account.

3.3 Other Asset Trust Account.

3.3.1 Funding. On the Effective Date, subject to the funding of the Distribution Trust Expense Account in accordance with Section 3.2.1 hereof, and in addition to any funding that may result from the application of Sections 3.2.3 and 3.3.3 hereof, the Distribution Trustee shall fund the Other Asset Trust Account with the Initial Other Asset Funding Amount and the Non-Cash Assets (it being understood that the Distribution Trustee may, in its Permitted Distribution, establish sub-accounts for the purpose of taking title to or holding specific Non-Cash Assets).

3.3.2 Use of Funds. Cash in the Other Asset Trust Account shall be used by the Distribution Trustee only to (a) fund the Distribution Trust Expense Account in accordance with Section 3.2.1; (b) fund Other Asset Distribution Trust Expenses in accordance with Section 5.4.1 hereof; (c) subject to Section 3.3.3 hereof, satisfy Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims in accordance with Section 5.4.3 hereof, (d) satisfy Class 3 Claims and Class 4 Claims in accordance with Sections 5.4.4 and 5.4.5 hereof, and (e) pay any Taxes owing in respect of any amounts included in the Other Asset Trust Account.

3.3.3 Subsequent Funding.

(a) If, at any time, the Distribution Trustee determines, in its Permitted Discretion, that the Cash balance of the Other Asset Trust Account is insufficient to make all payments necessary to satisfy Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims in accordance with Section 5.4.3 hereof, the Distribution Trustee will transfer Cash from the Recovery Action Trust Account to the Other Asset Trust Account in an amount determined by the Distribution Trustee, in its Permitted Discretion, to be necessary to ensure that the Cash balance of the Other Asset Trust Account will be sufficient to make all such payments; provided, however, that, to the fullest extent possible and as soon as reasonably practicable thereafter, the Distribution Trustee shall cause the Other Asset Trust Account to reimburse the Recovery Action Trust Account for any such amounts transferred therefrom.

(b) If, at any time after the initial funding of the Other Asset Trust Account in accordance with Section 3.3.1 hereof, the Distribution Trustee realizes any Cash proceeds of any sale, liquidation, transfer or disposition of Non-Cash Assets, the Distribution Trustee shall transfer such Cash proceeds to the Other Asset Trust Account, less any amounts required to reimburse the Recovery Action Trust Account pursuant to Section 3.3.3(a) hereof.

3.4 Recovery Action Trust Account.

3.4.1 Funding. On the Effective Date, subject to the funding of the Distribution Trust Expense Account in accordance with Section 3.2.1 hereof and the Other Asset Trust Account in accordance with Section 3.3.3 hereof, and in addition to any funding that may result from the application of Sections 3.2.3 and 3.4.3 hereof, the Distribution Trustee shall fund the Recovery Action Trust Account with Initial MD Investors Funding Amount.

3.4.2 Use of Funds. Cash in the Recovery Action Trust Account shall be used by the Distribution Trustee only to (a) fund the Distribution Trust Expense Account in accordance with Sections 3.2.1; (b) fund Recovery Action Trust Expenses in accordance with Section 5.4.1 hereof; (c) fund the Other Asset Trust Account in accordance with Section 3.3.3 hereof; (d) satisfy Class 3 Claims and Class 4 Claims in accordance with Sections 5.4.4 and 5.4.5 hereof; and (e) pay any Taxes owing in respect of any amounts included in the Recovery Action Trust Account.

3.4.3 Subsequent Funding. If, at any time after the initial funding of the Recovery Trust Account in accordance with Section 3.4.1 hereof, the Distribution Trustee realizes any Cash proceeds of the litigation or settlement of any Recovery Action, the Distribution Trustee shall transfer such Cash proceeds to the Recovery Action Trust Account.

3.5 Undeliverable Cash Trust Account. After the Effective Date, if any distribution to a holder of an Allowed Claim is returned to the Distribution Trustee as undeliverable, the Distribution Trustee shall deposit the undeliverable Cash in the Undeliverable Cash Trust Account. The Distribution Trustee shall hold such funds, in a book-entry sub-account in the Undeliverable Cash Trust Account, for the benefit of such holder. Until such holder notifies the Distribution Trustee in writing of its then-current address, in accordance with Section 5.2.2 hereof, the Distribution Trustee shall not be required to make any attempt to deliver subsequent distributions to such holder and any such distributions that such holder would otherwise be entitled to receive instead may be transferred from the applicable Trust Account to the Undeliverable Cash Trust Account and credited to such book-entry sub-account. All Cash held

in such book-entry sub-account for the benefit of such holder shall be invested by the Distribution Trustee in a manner consistent with the investment and deposit guidelines set forth in this Agreement. Any income or interest generated from such investment activities shall be held in such book-entry sub-account for the benefit of such holder until such holder notifies the Distribution Trustee in writing of its then-current address in accordance with Section 5.2.2 hereof. Subject to Section 5.2.2(b) hereof, when such holder notifies the Distribution Trustee in writing of its then-current address in accordance with Section 5.2.2 hereof, the Distribution Trustee shall deliver to such holder all Cash contained in such book-entry sub-account. In the event such holder's right to assert a claim for undeliverable distributions is forfeited in accordance with Section 5.2.2(b), all Cash contained in such book-entry sub-account shall be transferred from the Undeliverable Cash Trust Account to the appropriate Trust Account for redistribution to holders of Allowed Claims entitled to distributions therefrom.

3.6 Disputed Claims Reserves.

3.6.1 Initial Funding; Subsequent Funding From Other Trust Accounts. Prior to each Distribution Date, the Distribution Trustee shall designate a portion of such initial funding as Disputed Claims Reserves in an amount sufficient to pay each holder of a Disputed General Unsecured Claim the amount such holder would be entitled to receive if such Disputed Claim were an Allowed Claim in its Face Amount, or to the extent any such Disputed Claims are not subsequently Allowed, to satisfy Claims that are Allowed in accordance with the terms of the Plan. In connection with any subsequent transfers of Cash to the Other Asset Trust Account and Recovery Action Trust Account in accordance with Section 3.2.3 or 5.2.2(b), the Distribution Trustee shall, in its Permitted Discretion, designate amounts so transferred as Disputed Claims Reserves to satisfy the Disputed General Unsecured Claims if, as and when they are Allowed or, to the extent such Disputed Claims are not Allowed, to satisfy Allowed Claims.

3.6.2 Deposit of New Cash Following the Effective Date. Any Cash that becomes available to the Distribution Trust following the Effective Date, including as a result of the receipt of any income or interest generated by the investment of Cash held in the Other Asset Trust Account or the Recovery Action Trust Account, shall be deposited in the Other Asset Trust Account or the Recovery Action Trust Account, as applicable.

ARTICLE 4

ADMINISTRATION OF THE DISTRIBUTION TRUST

4.1 Rights, Powers and Privileges. The Distribution Trustee shall have only the rights, powers and privileges to act on behalf of the Distribution Trust expressly provided in the Plan and this Agreement and as provided by law in the event that the Plan or this Agreement does not reference any such right, power or privilege. Unless otherwise expressly limited or restricted by the Plan or this Agreement, so long as such actions are, in the Distribution Trustee's Permitted Discretion, necessary to manage the affairs of the Distribution Trust and safeguard the interest of the Beneficiaries, the Distribution Trustee shall have the right, power, privilege and obligation, to:

(a) effect all actions and execute all agreements, instruments and other documents necessary to implement the Plan;

(b) establish, maintain and administer the Trust Accounts, which shall be segregated to the extent appropriate in accordance with the Plan;

(c) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Distribution Trust Assets (directly or through its professionals or a Disbursing Agent), each in accordance with the Plan and this Agreement;

(d) sell, liquidate, transfer, distribute or otherwise dispose of the Distribution Trust Assets (directly or through a Disbursing Agent) or any part thereof or any interest therein upon such terms as the Distribution Trustee determines to be necessary, appropriate or desirable, and otherwise consistent with the terms of the Plan, in each case, in its Permitted Discretion, without further order of the Bankruptcy Court;

(e) dissolve, wind down or liquidate any non-Debtor entity in which the Debtors have an equity interest, including authorizing the commencement of insolvency proceedings for any such non-Debtor entity in an appropriate forum, in each case, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(f) maintain (if appropriate) any remaining Going Concern Business that is transferred to the Distribution Trust, subject to the limitations set forth herein, including purchasing raw materials and other goods, employing persons to perform manufacturing and other services and selling such goods to customers once manufactured, in each case, pending the sale or liquidation thereof, reasonably necessary to and consistent with the Distribution Trust's liquidating purpose and reasonably necessary to conserve and protect such Distribution Trust Assets and provide for the orderly liquidation thereof;

(g) calculate and make distributions of the Distribution Trust Assets to holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan and hereunder;

(h) comply with the Plan and exercise the Distribution Trustee's rights and fulfill its obligations thereunder;

(i) subject to Section 7.2, review, reconcile, settle or object to Disputed Claims and resolve such objections as set forth in the Plan and this Agreement, in each case, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(j) investigate and pursue Recovery Actions that are transferred to the Distribution Trust to the extent that their pursuit would likely result in a material economic benefit to holders of Class 3 Claims and Class 4 Claims, as determined by the Oversight Committee, in its sole discretion;

(k) retain, compensate and employ, without further order of the Bankruptcy Court, the services of professionals or other persons or entities (including professionals, persons or entities already retained by the Estates or the Creditors' Committee) to represent, advise and assist the Distribution Trustee in the fulfillment of its responsibilities in connection with the Plan and this Agreement, all as it determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(l) timely file appropriate Tax returns or requests for extension, including information returns (*e.g.*, IRS Forms W-2 and 1099, as appropriate), and other reports on behalf of the Distribution Trust and the Debtors and timely pay from the applicable Trust

Accounts any Taxes or other obligations owed by the Distribution Trust and the Debtors (other than amounts owed by the Debtors that are prepetition unsecured nonpriority Claims);

(m) enforce, waive, assign or release rights, powers, privileges and immunities of any kind of the Debtors, except to the extent expressly limited by, or otherwise contrary to its duties established by, the Plan or this Agreement, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(n) take such actions as are necessary, appropriate or desirable to cause the transfer of any attorney client privilege, work product privilege or other privilege or immunity of the Debtors attaching to any documents or communications (whether written or oral) to the Distribution Trust (which privileges and immunities are intended to be transferred to the Distribution Trust);

(o) purchase insurance with such coverage and limits as it determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(p) appear and participate in any proceeding before the Bankruptcy Court with respect to any matter regarding or relating to the Plan, this Agreement, the Distribution Trust, the Distribution Trust Assets or the Debtors;

(q) sue, defend and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding relating to the Plan, this Agreement, the Distribution Trust, the Distribution Trust Assets or the Debtors and, in connection therewith, establish, maintain and administer any litigation or similar trusts and related accounts, in each case, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable;

(r) recognize, in the Distribution Trustee's sole and absolute discretion, transfers of Claims after the deadlines set forth in Section V.K.1 and V.K.2 of the Plan, subject to compliance with applicable federal and state securities laws;

(s) cooperate with the Pension Benefit Guaranty Corporation and, without assuming any fiduciary or funding obligations, facilitate the assumption by the Pension Benefit Guaranty Corporation of the former Metaldyne Corporation pension plans;

(t) amend the Schedules with respect to any Claim, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable, and make distributions in accordance with this Agreement based on such amended Schedules in accordance with and subject to Section VI.B.4 of the Plan;

(u) exercise such other powers as may be vested in the Distribution Trustee or as deemed by it to be necessary and proper to implement the provisions of the Plan and this Agreement;

(v) comply with the Plan and exercise its rights and fulfill its obligations thereunder, including, without limitation, (i) any undertaking to perform any obligation of the Distribution Trustee and the Debtors provided for or required by the Plan and (ii) the execution, delivery and performance of such other agreements and documents or the exercise of such other powers and duties as the Distribution Trustee determines, in its Permitted

Discretion, to be necessary, appropriate or desirable to accomplish and implement the purposes and provisions of the Distribution Trust as set forth in the Plan and this Agreement;

(w) take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases; and

(x) dissolve the Distribution Trust in accordance with the terms of the Plan and this Agreement.

Notwithstanding anything to the contrary in this Section 4.1, the Distribution Trust's primary purpose is liquidating the Distribution Trust Assets, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the Distribution Trust's liquidating purpose and reasonably necessary to conserve and protect such Distribution Trust Assets and provide for the orderly liquidation thereof.

4.2 Limitation on Investigations; Delivery of Documents and Related Matters. The Distribution Trustee shall have no obligation to investigate or to determine the existence of any Distribution Trust Asset or Recovery Action. If, however, the Distribution Trustee becomes aware of a potential Distribution Trust Asset or Recovery Action with apparent value to the Distribution Trust, it shall take such reasonable steps as it determines, in its Permitted Discretion, to be appropriate to investigate such Recovery Action. The Distribution Trustee is entitled to rely upon all reports, documents, records, and information delivered to the Distribution Trustee by any of the Debtor Parties or the Oversight Committee and their authorized representatives without the necessity of making any independent investigation or engaging in further due diligence. The Distribution Trustee shall be protected in acting or refraining from acting on any such report, document, record or information based upon such reasonable reliance.

4.3 No Personal Liability. None of the provisions in the Plan or this Agreement shall be construed to require the Distribution Trustee to expend or risk its own funds or otherwise incur personal liability in the performance of its duties or in the reasonable exercise of its rights, powers and privileges hereunder. Notwithstanding the foregoing, nothing in this Section 4.3 shall relieve the Distribution Trustee of any liability for any action or omission resulting from bad faith, fraud, willful or intentional misconduct, gross negligence or breach of contract.

4.4 Dissolution of the Debtors.

(a) Notwithstanding anything to the contrary in this Agreement, the Distribution Trustee shall take all such actions (including making necessary filings) and pay all such amounts (other than amounts owed by the Debtors that are prepetition unsecured nonpriority Claims), using funds available in the applicable Trust Account, as are necessary, appropriate or desirable to complete the dissolution of the Debtors and the Foreign No-Asset Subsidiaries in accordance with Article III of the Plan and applicable law as expeditiously as possible and, within a commercially reasonable period of time, shall wind down the operations of and dissolve or otherwise dispose of the Foreign Asset Subsidiaries in a manner designed to maximize the value thereof.

(b) In connection with the dissolution of the Debtors under Section 4.4(a) hereof, the Distribution Trustee shall have and undertake (to the extent necessary to accomplish the purposes of this Section 4.4(b)) all rights and obligations of the Debtors as plan sponsor of the Oldco M Retirement Plans and the Oldco M Welfare Plan (including any benefit disbursement obligations under a certain Memorandum of Agreement dated December 16, 2009

between Oldco M and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American regarding the Resolution of all Retiree Benefit Issues) and shall take all actions the Distribution Trustee deems necessary or appropriate on behalf of the sponsor of each such respective benefit plan to wind down such plans, including, without limitation, the following, and the actions taken by the Distribution Trustee hereunder shall constitute the valid exercise and full satisfaction of such rights and obligations as if taken by the Debtors as sponsor of such plans:

(i) with respect to the Oldco M Retirement Plans, the Distribution Trustee shall, solely acting as a settlor on behalf of the plan sponsor and not as a fiduciary of any such plans: (A) cooperate with the plan trustee, plan administrator and any other plan fiduciaries and service providers to complete the termination of such plans on a tax-qualified basis and in accordance with ERISA and other applicable federal law; (B) timely sign, file and distribute to appropriate government agencies, plan participants and other interested persons any forms, notices, applications, directions, other communications and contracts (including plan or trust amendments and annuity agreements) deemed necessary or appropriate in connection with the operation and termination of such plans; (C) pay reasonable expenses of administering and terminating such plans to the extent not payable outside of this Distribution Trust from plan assets; (D) cooperate with and authorize appropriate auditors to complete any necessary audits of such plans; (E) appoint, remove and replace fiduciaries and service providers as deemed necessary or appropriate with respect to such plans; and (F) authorize and approve, to the extent needed from the plan sponsor, the timely final distribution of any remaining assets of the plans; and

(ii) with respect to the Oldco M Welfare Plan (including the Retiree Benefit disbursement obligations referred to above), the Distribution Trustee shall, solely acting as a settlor on behalf of the plan sponsor and not as a fiduciary of any such plans: (A) cooperate with any plan insurer, fiduciary or service provider to implement the termination of such plans as of their February 28, 2010 termination date; (B) timely sign, file and distribute to appropriate government agencies, plan participants and other interested persons any forms, notices, applications, directions and other communications and contracts (including plan amendments) deemed necessary or appropriate in connection with the operation and termination of such plans; (C) pay reasonable expenses of administering and terminating such plans to the extent not payable outside of this Distribution Trust from plan assets; (D) cooperate with and authorize appropriate auditors to complete any necessary audits of such plans; (E) appoint, remove and replace fiduciaries and service providers as deemed necessary or appropriate with respect to such plans; (F) provide, through appropriate insurance carriers or third party service providers (which may also be fiduciaries), for the processing, determination (including appeals of denied claims) and payment of any claims for benefits which are timely submitted by the applicable claim filing deadline (which is May 31, 2010 or such earlier deadline as may be applicable to particular plans and certain participants under the circumstances), such determinations to be made in accordance with the terms of the respective plans; and (G) collect, accept, manage and disburse under this Distribution Trust (without regard to this Section 4.4(b) once such amounts are collected) any surplus assets, rebates or other recoveries due to the plan sponsor from any plan insurer or other funding vehicle after plan benefit liabilities have been satisfied.

4.5 Agents and Professionals. Except as otherwise provided in the Plan or this Agreement: (a) the Distribution Trustee may consult with independent legal counsel to be selected by it and shall be protected in relying on any resolution, statement, opinion, instrument

or report of such independent legal counsel reasonably believed by the Distribution Trustee to be genuine and signed or presented by such independent legal counsel; (b) the Distribution Trustee may employ, in its Permitted Discretion, professionals (including professionals previously employed by the Debtors or the Creditors' Committee) to assist in carrying out its duties, rights, powers and privileges hereunder; and (c) persons (including any professionals retained by the Distribution Trustee) dealing with the Distribution Trustee shall look only to the Distribution Trust Assets to satisfy any liability incurred by the Distribution Trustee to such person in carrying out the terms of the Plan or this Agreement, and (subject to Section 8.1 with respect to liabilities resulting from the Distribution Trustee's bad faith, fraud, willful or intentional misconduct, gross negligence or breach of contract) the Distribution Trustee shall have no personal or individual obligation to satisfy any such liability.

4.6 Authentication of Documents. The Distribution Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless and shall be fully indemnified (pursuant to Section 8.2) by the Distribution Trust in acting upon any document believed by it to be genuine and delivered by the proper party or parties.

4.7 Investment Guidelines. The Distribution Trustee shall invest the Distribution Trust Assets only in Permitted Investments. Such investments shall mature in such amounts and at such times as, in the Permitted Discretion of the Distribution Trustee at the times such investments are made, are necessary, appropriate or desirable with a view to providing funds when needed to make payments from the Distribution Trust Assets. Notwithstanding the foregoing, if the Distribution Trustee determines, in its Permitted Discretion, that the administrative costs associated with such investment shall exceed the return on such investment, it may direct that such Cash not be invested. The Distribution Trustee shall be under no liability to accrue interest or produce income on any monies received by it hereunder and held for distribution or payment to the Beneficiaries, except as such interest is actually received by the Distribution Trustee.

4.8 Disputed Claims. Notwithstanding anything to the contrary in this Agreement, no payments or distributions shall be made on account of a Disputed Claim unless and until such Claim becomes an Allowed Claim. A holder of a Disputed Claim that ultimately becomes an Allowed Claim shall have recourse only to the undistributed Cash held in the Disputed Claims Reserves of the applicable Trust Account (net of any Taxes owing by such Disputed Claims Reserves) for the satisfaction of such Allowed Claim and not to any other Trust Account or any assets previously distributed on account of any Allowed Claim.

4.9 Trade or Business. The Distribution Trustee shall not use or dispose of any part of the Distribution Trust Assets in furtherance of any trade or business, except with respect to any remaining Going Concern Business for a period of three months from the date hereof and only to the extent the Distribution Trustee reasonably believes that: (a)(i) any remaining Going Concern Business shall be profitable or (ii) the maintenance of any remaining Going Concern Business shall otherwise be in the best interests of the beneficiaries of the Distribution Trust, considered as a whole; and (b) the maintenance of any remaining Going Concern Business is reasonably necessary to and consistent with the Distribution Trust's liquidating purpose and reasonably necessary to conserve and protect such Distribution Trust Assets and provide for the orderly liquidation thereof.

4.10 Court Approval of Distribution Trustee Actions.

4.10.1 Court Approval Generally Not Required. Except as otherwise provided in the Plan or this Agreement, the Distribution Trustee shall not be required to obtain the order or approval of the Bankruptcy Court or any other court of competent jurisdiction in, or account to the Bankruptcy Court or any other court of competent jurisdiction for, the exercise of any right, power or privilege conferred hereunder.

4.10.2 Right to Seek Court Approval. Notwithstanding the foregoing, where the Distribution Trustee determines, in its Permitted Discretion, that it is necessary, appropriate or desirable, the Distribution Trustee shall have the right to submit to the Bankruptcy Court or any other court of competent jurisdiction any motion or application regarding any specific action proposed to be taken by the Distribution Trustee with respect to the Plan, this Agreement, the Distribution Trust, the Distribution Trust Assets or the Debtors, including the administration and distribution of the Distribution Trust Assets. Pursuant to the Plan, the Bankruptcy Court has retained jurisdiction for such purposes and may approve or disapprove any such proposed action upon motion by the Distribution Trustee.

4.10.3 Court Direction Absent Express Procedures. For the avoidance of doubt, in the event that this Agreement does not expressly establish procedures governing the obligations of the Distribution Trustee established by the Plan or this Agreement, the Distribution Trustee shall be entitled to create its own procedures or seek and take direction from the Bankruptcy Court or any other court of competent jurisdiction with respect to the fulfillment of such obligations, including management of the Distribution Trust Assets, the creation of reserves, the distribution of Distribution Trust Assets to satisfy Claims and the recognition of Beneficiaries.

4.10.4 No Liability. The Distribution Trustee shall have no liability for taking any action approved by the Bankruptcy Court or any other court of competent jurisdiction or for otherwise complying with an order of the Bankruptcy Court or any other court of competent jurisdiction.

ARTICLE 5

DISTRIBUTIONS FROM THE DISTRIBUTION TRUST

5.1 Method of Distributions to Holders of Allowed Claims

(a) The Distribution Trustee shall make all distributions of Cash and net proceeds of other Distribution Trust Assets required under the Plan. The Distribution Trustee shall serve without bond and may employ or contract with other entities, in its Permitted Discretion, to assist in or make the distributions required by the Plan and this Agreement. To the extent an entity other than the Distribution Trustee serves as a Disbursing Agent, the Distribution Trustee will have no liability for any actions or inactions of such entity acting in its capacity as Disbursing Agent.

(b) Distributions on account of Allowed 2013 Senior Note Claims and Allowed 2012 Senior Subordinated Note Claims shall be made to the 2013 Indenture Trustee and the 2012 Indenture Trustee, respectively, and shall be made in accordance with the Plan and Section 5.4.5 hereof. If distributions are made pursuant to the distribution provisions set forth in the 2013 Senior Note Indenture and the 2012 Senior Subordinated Note Indenture, respectively, the 2013 Indenture Trustee and the 2012 Indenture Trustee, respectively, shall be entitled to retain and enforce against such distributions any charging liens and payment priorities under the

2013 Senior Note Indenture and the 2012 Senior Subordinated Note Indenture, respectively. The 2012 Indenture Trustee and the 2013 Indenture Trustee shall not be required to give any bond, surety, or other security for the performance of its duties with respect to the administration and implementation of distributions. Any and all distributions on account of Allowed 2013 Senior Note Claims and Allowed 2012 Senior Subordinated Note Claims shall be subject to the rights of the 2013 Indenture Trustee and the 2012 Indenture Trustee, respectively, to exercise their rights and remedies under the 2013 Senior Note Indenture and the 2012 Senior Subordinated Note Indenture, respectively, against such distribution for any unpaid fees and expenses incurred prior to the Effective Date and any fees and expenses incurred in making distributions pursuant to the Plan.

(c) Unless the context otherwise requires, all references to the Distribution Trustee contained in this Article 5 shall be deemed to be references to the Distribution Trustee in its capacity as Disbursing Agent and, in the event it employs or contracts with one or more other entities to assist in or make the distributions required by the Plan and this Agreement as contemplated by the immediately preceding sentence, to any such Disbursing Agent in its capacity as such. Notwithstanding anything to the contrary in this Agreement, the Distribution Trustee itself shall act as the Disbursing Agent for the Distribution Trust Expense Account.

5.2 Delivery of Distributions.

5.2.1 Generally. Except as otherwise provided in the Plan, distributions in respect of Allowed Claims shall be made by the Disbursing Agent: (a) at the addresses set forth on the respective proofs of Claim Filed by holders of such Claims or request for payment of Administrative Claim, as applicable; (b) at the address for a Claim transferee set forth in a valid and timely notice of transfer of Claim Filed with the Bankruptcy Court; (c) at the addresses set forth in any written notice of address change Filed with the Bankruptcy Court or delivered to the Disbursing Agent after the date of Filing of any related proof of Claim; (d) at the addresses reflected in the applicable Debtor's Schedules if no proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address; (e) with respect to Allowed 2012 Senior Subordinated Note Claims, as applicable, pursuant to the transfer register and records maintained by the 2012 Indenture Trustee under the 2012 Indenture; (f) with respect to Allowed 2013 Senior Note Claims, pursuant to the transfer register and records maintained by the 2013 Indenture Trustee under the 2013 Indenture or (g) if clauses (a) through (f) are not applicable, at the last address directed by such holder after such Claim becomes an Allowed Claim. In addition to the foregoing, as a condition precedent to receiving any distribution on account of an Allowed Claim evidenced by any instruments or securities canceled pursuant to Section III.I of the Plan, the holder of such Claim must tender the applicable instruments or securities evidencing such Claim to the Distribution Trustee; provided that the 2013 Senior Note Indenture and 2012 Senior Subordinated Note Indenture shall continue to exist for the purposes set forth in Section V.G. of Plan. Pending any such surrender, any distributions on account of any such Claim shall be treated as undeliverable and held in accordance with Section 5.2.2.

5.2.2 Undeliverable Distributions.

(a) No Further Attempts At Delivery. If any distribution to a holder of an Allowed Claim is returned to the Distribution Trustee as undeliverable, then unless and until the Distribution Trustee is notified in writing of such holder's then-current address: (i) subject to Section 5.2.2(b), such undeliverable distribution shall remain in the possession of

the Distribution Trustee as provided in Section 3.5 and no further attempt shall be made to deliver such distribution and (ii) the Distribution Trustee shall not be required to make any further attempt to deliver subsequent distributions to such holder and any such distributions that such holder would otherwise be entitled to receive shall instead be treated as provided in Section 3.5.

(b) Forfeiture and Redistribution. Any holder of an Allowed Claim that does not assert a claim for an undeliverable distribution by delivering to the Distribution Trustee a written notice setting forth such holder's then-current address within 90 days prior to the Final Distribution Date shall have its claim for undeliverable distributions discharged and shall be forever barred from asserting such claim or any claim for subsequent distributions against the Debtors, the Distribution Trustee or the property of any of them, including the Trust Accounts, whereupon all Cash contained in the book-entry sub-account in the Undeliverable Cash Trust Account created for the benefit of such holder shall be transferred to the Other Asset Trust Account or Recovery Action Trust Account, as applicable, for redistribution to holders of Allowed Claims entitled to distributions therefrom.

(c) No Requirement to Attempt to Locate Holders. Nothing contained in the Plan shall require the Debtors or the Distribution Trustee to attempt to locate any holder of an Allowed Claim, provided that the Distribution Trustee shall not be prohibited, in its Permitted Discretion, from attempting to locate any such holder of an Allowed Claim.

5.3 Means of Cash Payments. Except as otherwise provided in the Plan or this Agreement, Cash payments made pursuant to the Plan shall be in United States currency by checks drawn on the applicable Trust Accounts or, at the option of the Distribution Trustee, by wire transfer from a domestic bank; provided, however, that Cash payments to foreign holders of Allowed Claims may be made, at the option of the Distribution Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. If a check included in a distribution to a holder of an Allowed General Unsecured Claim is not cashed within 180 days of the issuance thereof, the Distribution Trustee shall void such check and such distribution shall be treated as undeliverable in accordance with Section 5.2.2(a).

5.4 Timing and Calculation of Amounts to Be Distributed.

5.4.1 Distribution Trust Expenses. Prior to any distribution pursuant to this Article 5, Distribution Trust Expenses shall be paid at the direction of the Distribution Trustee as follows: (a) any General Distribution Trust Expenses shall be paid from the Distribution Trust Expense Account in accordance with Section 3.2; (b) any Other Asset Distribution Trust Expenses shall be paid solely from the Other Asset Trust Account, subject to Section 3.3.3 hereof; and (c) any Recovery Action Distribution Trust Expenses shall be paid solely from the Recovery Action Trust Account.

5.4.2 Procedures for Class 3 Claims and Class 4 Claims.

(a) Selection of Distribution Date. Except as otherwise provided in the Plan or this Agreement, the Distribution Trustee shall have the authority to establish distribution dates that, in its Permitted Discretion, provide holders of Allowed Class 3 Claims and Allowed Class 4 Claims with payments as promptly as reasonably practicable while limiting the Distribution Trust Expenses incurred in connection therewith; provided, however, that, unless the Oversight Committee directs otherwise, the first Distribution Date after the Effective Date must occur prior to December 31, 2010 and a Distribution Date must occur at least once every

twelve months thereafter to the extent any amounts are available for distribution on such date (each such date, a “Distribution Date”). So long as any of the Chapter 11 Cases is open, at least 5 calendar days prior to any such Distribution Date established by the Distribution Trustee, the Distribution Trustee shall file a notice of such Distribution Date with the Bankruptcy Court that (a) states the proposed Distribution Date, (b) provides a general description of the nature of the distribution to be made, (c) establishes any Interim Distribution Bar Date (which may be prior to the date of such notice), and (d) provides information regarding the estimated aggregate percentage distribution (compared to the Face Amount of the Allowed Claim) that shall be received by holders of Allowed Claims on the Distribution Date after the distribution has been made.

(b) Calculation of Amounts Distributable. Prior to any distribution to holders of Allowed Class 3 Claims or Allowed Class 4 Claims on any Distribution Date, the Distribution Trustee shall estimate the amount of Distributable Net Recovery Action Asset Cash and Distributable Net Other Asset Cash. Distributions shall only be made to the MD Investors and holders of Allowed Class 3 Claims or Allowed Class 4 Claims to the extent that Distributable Net Recovery Action Asset Cash or Distributable Net Other Asset Cash, as appropriate, are greater than zero.

5.4.3 Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims. Subject to Sections 3.3.3 and 5.4.1 hereof, on or as promptly as practicable after the Effective Date and in accordance with Sections II.A and V.A of the Plan, the Distribution Trustee shall make distributions from the Other Asset Trust Account to holders of Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims that are Allowed as of the Effective Date. Thereafter, subject to Sections 3.3.3 and 5.4.1 hereof, the Distribution Trustee shall make distributions from the Other Asset Trust Account to holders of Administrative Claims, Cure Amount Claims, Priority Tax Claims, Class 1 Claims and Class 2 Claims pursuant to Sections II.A and V.F of the Plan.

5.4.4 Class 3 Claims. Subject to Sections 5.4.1 and 5.4.2, on each Distribution Date, the Distribution Trustee shall distribute to each holder of a Customer Note Claim that has become an Allowed Customer Note Claim an amount equal to such holder’s Pro Rata share of any Unsecured Creditor Distribution on that date. A holder of an Allowed Customer Note Claim will not be entitled to any further distributions of Distribution Trust Assets after such Claim has been satisfied in full.

5.4.5 Class 4 Claims.

(a) Subject to Sections 5.4.1 and 5.4.2 hereof, and to implement payment priorities, preserve the subordination rights of the holders of 2013 Senior Notes and to comply with the fee and expense provisions of the 2013 Senior Note Indenture and the 2012 Senior Subordinated Note Indenture, the following provisions will apply to distributions to be made under Class 4 Claims to holders of Allowed 2013 Senior Note Claims and holders of Allowed 2012 Senior Subordinated Note Claims:

(i) At least 21 days prior to a Distribution Date, the Distribution Trustee shall advise the 2012 Indenture Trustee and the 2013 Indenture Trustee in writing of the amounts proposed to be distributed on account of 2012 Senior Subordinated Notes and 2013 Senior Notes.

(ii) At least seven days prior to the Distribution Date, the 2012 Indenture Trustee shall provide the Distribution Trustee and the 2013 Indenture Trustee with invoices documenting its Unpaid Indenture Trustee Fee Amount.

(iii) On the Distribution Date, distributions to be made to holders of Allowed 2012 Senior Subordinated Note Claims shall be made to the 2012 Indenture Trustee only to the extent necessary to satisfy any Unpaid Indenture Trustee Fee Amount for the 2012 Indenture Trustee. If any amount remains after the Unpaid Indenture Trustee Fee Amount for the 2012 Indenture Trustee has been satisfied, any excess shall be distributed to the 2013 Indenture Trustee on the Distribution Date.

(iv) Any amounts paid to the 2013 Indenture Trustee shall be utilized first to satisfy any Unpaid Indenture Trustee Fee Amount for the 2013 Indenture Trustee. Any excess shall then be distributed by the 2013 Indenture Trustee Pro Rata to the holders of Allowed 2013 Senior Note Claims or otherwise in accordance with the terms of the 2013 Senior Note Indenture.

(v) If the holders of Allowed 2013 Senior Note Claims have been paid in full as calculated by the Distribution Trustee (and agreed to by the 2013 Indenture Trustee or, if not such agreement is reached, determined by order of the Bankruptcy Court), including payment of interest calculated at the default rate under the terms of the 2013 Senior Notes, then the provisions of subsections (iii) and (iv) above shall no longer apply, and, instead (A) no further distributions shall be made to any party on account of Allowed 2013 Senior Note Claims and (B) all distributions on account of Allowed 2012 Senior Subordinated Note Claims shall be made to the 2012 Indenture Trustee, first for the satisfaction of its valid Unpaid Indenture Trustee Fee Amounts and, second, to be distributed by the 2012 Indenture Trustee Pro Rata to the holders of Allowed 2012 Senior Subordinated Note Claims or otherwise in accordance with the terms of the 2012 Senior Subordinated Note Indenture.

(b) Subject to Sections 5.4.1 and 5.4.2 hereof, on each Distribution Date, the Distribution Trustee shall distribute to each holder of an Allowed General Unsecured Claim (other than Allowed Customer Note Claims, Allowed 2013 Senior Note Claims and Allowed 2012 Senior Subordinated Note Claims), including any Disputed General Unsecured Claim that has become an Allowed General Unsecured Claim, an amount equal to such holder's Pro Rata share of Unsecured Creditor Distribution on that date. In the event of the disallowance of a Disputed Class 4 Claim, any amounts held in respect thereof shall be released from the Disputed Claims Reserves of the Other Asset Trust Account or Recovery Action Trust Account, as applicable, for any Unsecured Creditor Distribution as set forth in this Section 5.4.5. A holder of an Allowed General Unsecured Claim will not be entitled to any further distributions of Distribution Trust Assets after such holder's Claim has been satisfied in full.

5.4.6 MD Investors. Subject to Sections 5.4.1 and 5.4.2 hereof, on each Distribution Date, the Distribution Trustee shall distribute to the MD Investors from the Other Asset Trust Account an amount equal to 50% of the Distributable Net Other Asset Cash held in the Other Asset Trust Account on such Distribution Date.

5.4.7 De Minimis Distributions. The Distribution Trustee shall not be required to distribute Cash to the holder of an Allowed General Unsecured Claim if the total aggregate amount of Cash to be distributed on account of such Claim is less than \$25 in the aggregate and any such Cash not distributed shall be returned to the Other Asset Trust Account or Recovery Action Trust Account, as applicable, until the next Distribution Date. On the Final Distribution Date, if the aggregate amount of distributions to be made to such holder of an Allowed General Unsecured Claim is \$25 or greater, such distribution shall be made. On the Final Distribution Date, if the aggregate amount of distributions to be made to such holder of an Allowed General Unsecured Claim is less than \$25, such holder of an Allowed General Unsecured Claim shall have its claim for such distribution deemed satisfied, waived and released and shall be forever barred from asserting any such Claim, the Distribution Trustee or the property of any of them, including the Trust Accounts. Any Cash not distributed with respect to Allowed General Unsecured Claims as a result of this Section 5.4.7 shall be retained in the Other Asset Trust Account or Recovery Action Trust Account, as applicable, for redistribution to other holders of Allowed General Unsecured Claims entitled to distributions from such account.

5.4.8 Setoffs. Except with respect to claims of a Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disbursing Agents or a Disbursing Agent, as instructed by the Distribution Trustee pursuant to section 558 of the Bankruptcy Code or applicable nonbankruptcy law, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim) the claims, rights and causes of action (including, without limitation, all Recovery Actions) of any nature that the applicable Debtor or the Distribution Trustee may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the applicable Debtor or the Distribution Trustee of any claims, rights and causes of action that the Debtor or Debtors or the Distribution Trustee may possess against such a Claim holder, which are expressly preserved under Section III.G.1 of the Plan.

5.5 Compensation and Reimbursement for Services Related to Distributions. If the Distribution Trustee employs or contracts with a third-party Disbursing Agent, including, without limitation the 2012 Indenture Trustee and 2013 Indenture Trustee, such Disbursing Agent shall receive, without the need for further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. These payments shall be made on terms agreed to with Distribution Trustee and shall be paid to such Disbursing Agent from funds in the Distribution Trust Expense Account. To assist in making distributions under the Plan, notwithstanding any other provision of this Agreement, the applicable Trust Accounts (other than the Distribution Trust Expense Account) may be held in the name of one or more such Disbursing Agents. Any such Disbursing Agent shall invest the Cash in the Trust Accounts as directed by the Distribution Trustee, who shall direct such Disbursing Agent to invest such Cash only in Permitted Investments; provided, however, that should the Distribution Trustee determine, in its Permitted Discretion, that the administrative costs associated with such investment shall exceed the return on such investment, it may direct such Disbursing Agent not to invest such Cash. Distributions of Cash from accounts held by Disbursing Agents shall include a Pro Rata share of any interest or other proceeds, if any, from such investment of Cash, net of any Taxes payable with respect thereto.

5.6 Payments Limited to Trust Accounts. All payments or other distributions to be made by the Distribution Trustee in accordance with the Plan or this Agreement shall be made only from the Trust Accounts.

5.7 Insufficient Funds. Provided that the Distribution Trustee has not acted in bad faith, engaged in fraud, willful or intentional misconduct or gross negligence or breached its fiduciary duties, if the Distribution Trust Assets at any point prove insufficient to pay all Beneficiaries of either the Recovery Action Asset Trust Account or the Other Asset Trust Account in full or otherwise in accordance with the terms of the Plan, as applicable, the Distribution Trustee shall have no obligation to seek disgorgement from any Beneficiary, but may seek the guidance of the Bankruptcy Court or another court of competent jurisdiction consistent with Section 4.10.2.

ARTICLE 6

BENEFICIARIES

6.1 Rights to Distributions. The right to distributions from the Distribution Trust shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Distribution Trust by the Distribution Trustee or its agent. No Beneficiary shall have any rights or interests in the Distribution Trust Assets until such time as the Beneficiary's related Claim becomes an Allowed Claim pursuant to the mechanism for determining Allowed Claims prescribed in the Plan. Except as expressly provided in Section 13.1, rights to distributions under this Agreement may not be assigned, alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

6.2 Exemption From Registration. The parties hereto intend that the rights of the Beneficiaries arising under this Distribution Trust shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or that their issuance under the Plan shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemptions from registration provided by section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

ARTICLE 7

CERTAIN RIGHTS OF THE DISTRIBUTION TRUSTEE

7.1 Preservation of Rights; Recovery Actions. Except as provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Distribution Trustee shall retain and may enforce any claims, demands, rights and causes of action that any Estate may hold against any Person to the extent not released, including, without limitation, the Recovery Actions. The Distribution Trustee may pursue such retained claims, demands, rights or causes of action, including, without limitation, the Recovery Actions, as appropriate, in accordance with the best interests of the Beneficiaries. Any Cash proceeds realized by the Distribution Trustee on account of Recovery Actions shall be deposited in the Recovery Action Trust Account.

7.2 Objections to Claims. Subject to its Permitted Discretion, the Distribution Trustee, on behalf of the Distribution Trust, shall have the authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims without the approval of the Bankruptcy Court in accordance with the Plan. The Distribution Trustee, in its Permitted Discretion, may settle or compromise any Disputed Claim without approval of the Bankruptcy Court in accordance with this Agreement and Section VI.A of the Plan.

7.3 Establishment of Litigation Trusts. The Distribution Trustee, on behalf of the Distribution Trust, shall have the authority to establish, maintain and administer any litigation or similar trusts and related accounts, as the Distribution Trustee determines, in its Permitted Discretion, to be necessary, appropriate or desirable in connection with prosecuting, Filing, reconciling, settling, compromising, resolving, defending, objecting to or litigating to judgment any Claims or Recovery Actions.

ARTICLE 8

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

8.1 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in exercising the rights granted hereunder, the Distribution Trustee shall use the same degree of care and skill as an individual of ordinary prudence, discretion and judgment would exercise or use in its own affairs. The Distribution Trustee shall not be liable for any damages, claims or losses, including punitive, exemplary, consequential or special damages, for a breach of this Agreement under any circumstances or for any other act or omission not constituting bad faith, fraud, willful or intentional misconduct or gross negligence.

8.2 Indemnification. The Indemnified Parties shall be indemnified by the Distribution Trust from the Distribution Trust Expense Account (taking into account transfers of Cash thereto as contemplated by Sections 3.2.1 and 3.2.3) for any losses, claims, damages, liabilities or expenses, including reasonable attorneys' fees, disbursements and related expenses, that the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding, claim, or investigation brought by or threatened against one or more of the Indemnified Parties on account of any action or omission or breach of contract by the Distribution Trustee in its capacity as such including actions or omissions with respect to the Disputed Claims or otherwise arising out of or relating to their performance under this Agreement; provided, however, that the Distribution Trust shall not be liable to so indemnify any Indemnified Party for any losses, claims, damages, liabilities or expenses, including reasonable attorneys' fees, disbursements and related expenses, due to any action or omission or breach of contract by such Indemnified Party constituting bad faith, fraud, willful or intentional misconduct or gross negligence; provided further that (except as provided in the preceding proviso) nothing in this Section 8.2 shall be deemed to restrict the Distribution Trustee's right to receive an indemnity based on any act or omission taken in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Indemnified Parties shall be entitled to obtain advances from the Distribution Trust Expense Account to cover their expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of the Distribution Trustee in its capacity as such. Without limiting the generality or effect of the foregoing, within five Business Days after written request by an Indemnified Party (including the Distribution Trustee) to the Distribution Trustee, the Distribution Trustee shall, in accordance with such request (but without duplication), from the Distribution Trust Expense Account (taking into account transfers of Cash thereto as

contemplated in Sections 3.2.1 and 3.2.3) (a) pay such expenses on behalf of the Indemnified Party, (b) advance to the Indemnified Party Cash in an amount sufficient to pay such expenses, or (c) reimburse the Indemnified Party for such expenses; provided, however, that the Indemnified Party provides an undertaking to repay the amount so paid, advanced or reimbursed to the Distribution Expenses Trust Account upon the entry of a Final Order finding that such Indemnified Party was not entitled to indemnity under the provisions of this Section 8.2.

ARTICLE 9

SELECTION, REMOVAL AND COMPENSATION OF THE DISTRIBUTION TRUSTEE

9.1 Initial Distribution Trustee. The initial Distribution Trustee shall be Executive Sounding Board Associates, Inc.

9.2 Term of Service. The Distribution Trustee shall serve until (a) termination of the Distribution Trust in accordance with this Agreement or (b) the Distribution Trustee's resignation or removal.

9.3 Removal of the Distribution Trustee. Any person or Entity serving as the Distribution Trustee may be removed at any time by (a) unanimous vote of the Oversight Committee or (b) a Final Order of the Bankruptcy Court. The removal shall be effective when provided in Section 9.5 or on the date specified in such Final Order.

9.4 Resignation of the Distribution Trustee. The Distribution Trustee may resign at any time by giving the Bankruptcy Court written notice of the Distribution Trustee's intention to do so. In the event of a resignation, the resigning Distribution Trustee (or the successor Distribution Trustee) shall render to the Bankruptcy Court a full and complete accounting of monies and assets received, disbursed and held during the term of office of the resigning Distribution Trustee pursuant to this Agreement. The resignation shall be effective on the latest of (a) the date specified in the notice; (b) the date that is 60 days after the date the notice is delivered; (c) the date the accounting described in the preceding sentence is delivered; and (d) the date the successor Distribution Trustee accepts its appointment as such after being approved by the Bankruptcy Court by Final Order. Notwithstanding the resignation of the Distribution Trustee pursuant to this Section 9.4, the rights of the resigning Distribution Trustee under Sections 8.1 and 8.2 with respect to acts or omissions occurring prior to the effectiveness of such resignation shall continue for the benefit of such resigning Distribution Trustee following the effectiveness of such resignation.

9.5 Appointment of Successor Distribution Trustee. Prior to the effectiveness of the resignation or removal of the Distribution Trustee, the Oversight Committee (and, if there is no Oversight Committee, the resigning Distribution Trustee) (a) shall identify a successor Distribution Trustee to fill the vacancy and (b) may request and obtain the Bankruptcy Court's approval of the identity and terms of engagement of such successor Distribution Trustee. Except as otherwise ordered by the Bankruptcy Court, any successor Distribution Trustee so appointed must consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement are binding upon and inure to the benefit of the successor Distribution Trustee and all of such successor Distribution Trustee's heirs and legal and personal representatives, successors or assigns.

9.6 Powers and Duties of Successor Distribution Trustee. A successor Distribution Trustee shall have all the rights, powers, privileges and duties of its predecessor.

9.7 Trust Continuance. The resignation or removal of the Distribution Trustee shall not terminate the Distribution Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Distribution Trustee.

9.8 Compensation and Costs of Administration. The Distribution Trustee shall receive fair and reasonable compensation for its services, which shall be a charge against and paid out of the Distribution Trust Expense Account. The Distribution Trustee's fees are as set forth in the Engagement Terms. In addition, all reasonable costs, expenses and obligations incurred by the Distribution Trustee in administering the Distribution Trust, in carrying out its other responsibilities under this Agreement or in any manner connected, incidental or related thereto (including the cost of professionals that may, in accordance with this Agreement, be employed by the Distribution Trustee) shall be paid, at the direction of the Distribution Trustee, from the Distribution Trust Expense Account, the Other Asset Trust Account or the Recovery Action Trust Account, as applicable. The terms set forth in the Engagement Terms are incorporated herein by reference and for all purposes are deemed to be an integral part of this Agreement to the same extent as if restated in full herein; provided, however, that to the extent of any conflict between the Engagement Terms and this Agreement, the terms of this Agreement shall control.

ARTICLE 10

MAINTENANCE OF RECORDS; REPORTING

10.1 Books and Records. The Distribution Trustee shall maintain books and records containing a description of all property constituting the Distribution Trust Assets and reflecting which Trust Account holds such Distribution Trust Assets, taking into account (a) any changes to the Distribution Trust Assets existing immediately prior to the Effective Date, (b) an accounting of all receipts and disbursements and (c) any transfers of Distribution Trust Assets among the Trust Accounts. Such books and records shall be open to inspection (i) upon reasonable prior written notice from any Beneficiary or (ii) by the Bankruptcy Court, at any reasonable time during normal business hours. The fiscal year of the Distribution Trust shall be the calendar year.

10.2 Reports to be Filed with the Bankruptcy Court.

10.2.1 Semi-Annual Reports. Within 31 days after June 30 and December 31 each calendar year, the Distribution Trustee, on behalf of the Distribution Trust, shall File a Semi-Annual Receipts/Disbursements Report with the Bankruptcy Court.

10.2.2 Current Reports. In the event of developments affecting the Distribution Trust in any material respect (as determined by the Distribution Trustee in its Permitted Discretion), the Distribution Trustee, on behalf of the Distribution Trust, may File promptly with the Bankruptcy Court a Current Report.

10.2.3 Required Post-Confirmation Reports. The Distribution Trustee shall file such reports as are required by the Bankruptcy Court or the United States Trustee, including any operating reports pertaining to periods prior to the Effective Date.

10.2.4 Reports Available on Request. The Distribution Trustee shall furnish or otherwise make available to any then-current Beneficiary, upon written request, a copy of: (a) the most recent Semi-Annual Receipts/Disbursements Report; or (b) any Current Report Filed subsequent to the period covered by the most recent Semi-Annual Receipts/Disbursements Report (or, if no Semi-Annual Receipts/Disbursements Report has yet been Filed, subsequent to the Effective Date).

10.3 Compliance with Federal Securities Laws. The parties hereto do not anticipate that the Distribution Trust shall be required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended. However, if following the Effective Date, the Distribution Trustee determines, based on the advice of counsel, that the Distribution Trust is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Distribution Trustee shall take any and all actions to comply with such requirements.

ARTICLE 11

DURATION OF THE DISTRIBUTION TRUST

11.1 Duration. The Distribution Trust shall become effective upon the Effective Date. Thereupon, the Distribution Trust and its provisions herein shall remain and continue in full force and effect until the Distribution Trust is terminated as contemplated in this Article 11.

11.2 Termination Upon Distribution of All Distribution Trust Assets. Subject to Section 4.9 hereof, the Distribution Trustee shall liquidate (including objecting to Claims and determining the proper recipients and amounts of distributions to be made from the Distribution Trust) and distribute the Distribution Trust Assets to the Beneficiaries that are determined to hold Allowed Claims and take such steps as are necessary, appropriate or desirable to close the Bankruptcy Cases. Upon (a) the payment of all costs, expenses and obligations incurred in connection with administering the Distribution Trust; (b) the distribution of all remaining Distribution Trust Assets and/or proceeds therefrom in accordance with the provisions of the Plan, the Confirmation Order and this Agreement; (c) the closure of the Bankruptcy Cases; and (d) the completion of any necessary or appropriate reports, Tax returns or other documentation, the Distribution Trust shall terminate and the Distribution Trustee shall have no additional responsibility in connection therewith except as may be required to effectuate such termination under relevant law and except as described in Section 11.4.

11.3 Termination After Five Years. If the Distribution Trust has not been previously terminated pursuant to Section 11.2, on the fifth anniversary of the Effective Date, the Distribution Trustee shall distribute all of the Distribution Trust Assets to the Beneficiaries in accordance with the Plan and this Agreement, subject to any additional fixed extension of such period approved by the Bankruptcy Court within six months of the then current termination date. Immediately after (a) the payment of all costs, expenses and obligations incurred in connection with administering the Distribution Trust; (b) the distribution of all remaining Distribution Trust Assets and/or proceeds therefrom in accordance with the provisions of the Plan, the Confirmation Order and this Agreement; (c) the closure of the Bankruptcy Cases; and (d) the completion of any reports, Tax returns or other documentation determined by the Distribution Trustee, in its Permitted Discretion, to be necessary, appropriate or desirable, the Distribution Trust shall terminate and the Distribution Trustee shall have no further responsibility in

connection therewith except as may be required to effectuate such termination under relevant law and except as described in Section 11.4. The Bankruptcy Court's approval of any extension of the Distribution Trust's termination date must be based upon a finding that the extension is necessary to the Distribution Trust's purpose of liquidating the Distribution Trust Assets. The Distribution Trustee shall have the right to apply to the Bankruptcy Court to extend the term of the Distribution Trust as contemplated above if the Distribution Trustee determines, in its Permitted Discretion, that such extension is necessary to enable the Distribution Trust to complete its resolution and liquidating purpose, provided that such extension is otherwise advisable after taking into consideration federal income Tax or federal securities law purposes.

11.4 Other Termination Procedures. The Distribution Trustee shall at all times endeavor to liquidate expeditiously the Distribution Trust Assets, and in no event shall the Distribution Trustee unduly prolong the duration of the Distribution Trust. Notwithstanding the foregoing, after the termination of the Distribution Trust, the Distribution Trustee shall have the power to exercise all the powers, authorities and discretion herein conferred solely for the purpose of liquidating and winding up the affairs of the Distribution Trust. For a period of two years after the distribution of all of the Distribution Trust Assets and the termination of the Distribution Trust, the Distribution Trustee shall retain the books, records and files that have been delivered to or created by the Distribution Trustee, at which time the Distribution Trustee may dispose of such books, records and files in any manner that the Distribution Trustee deems appropriate.

11.5 No Reversions. Notwithstanding anything to the contrary in the Plan or this Agreement, in no event shall any of the Distribution Trust Assets revert to the Debtors upon termination of the Distribution Trust.

ARTICLE 12

THE OVERSIGHT COMMITTEE

12.1 Members. The Oversight Committee shall have at least one and not more than three members. The initial three members of the Oversight Committee are identified on Exhibit III.C.3 to the Plan. In the event that a member of the Oversight Committee resigns, such member may be replaced by a party that previously served on the Creditors' Committee without order of the Court.

12.2 Absence of Members. If all members of the Oversight Committee resign and no replacements are named, any duties of the Oversight Committee shall be performed by the Distribution Trustee.

12.3 Authority; Consent Requirements. Notwithstanding any other provision of this Agreement, absent the approval of a majority of the Oversight Committee members, the Distribution Trustee shall not (i) settle, resolve or otherwise dispose of any Recovery Action that involves avoidance of any transfer(s) under 11 U.S.C. §§ 544, 547, 548, 549, 550, 551, or 553, (ii) settle, resolve or otherwise dispose of any other Recovery Action in which the Estates or the Distribution Trust assert any claim(s) (in the aggregate) in excess of One Hundred Thousand Dollars (\$100,000), (iii) settle or resolve any Disputed Claim for an Allowed Claim in excess of One Hundred Thousand Dollars (\$100,000), (iv) sell or otherwise dispose of any Non-Cash Assets (other than a Recovery Action) with a net book value in excess of Two Hundred Fifty Thousand Dollars (\$250,000). A majority of the Oversight Committee may modify the

provisions of this paragraph to increase or decrease the Recovery Actions, Disputed Claims, or Non-Cash Assets that are subject to Oversight Committee approval under this paragraph.

ARTICLE 13

MISCELLANEOUS

13.1 Limitation on Transferability.

13.1.1 No Transfer of Rights to Distributions. Except as otherwise expressly provided in the Plan and subject to compliance with applicable federal and state securities laws, it is understood and agreed that the rights to distributions from the Distribution Trust shall be non-transferable during the term of this Agreement, except with respect to a transfer under the laws of descent and distribution. Such transfers shall not be effective until appropriate written notification and proof thereof is submitted to the Distribution Trustee, and the Distribution Trustee may continue to pay all amounts to or for the benefit of the Beneficiaries until receipt of proper written notification and proof of any such transfer. The Distribution Trustee may rely upon such written proof without the requirement of any further investigation.

13.1.2 No Assignment. Neither the Debtors, on the one hand, nor the Distribution Trustee, on the other hand, may assign this Agreement without the prior written consent of the other.

13.2 Notices. All notices to be given to Beneficiaries may be given by regular mail, electronic transmission or delivered personally, at the addresses appearing on the books kept by the Distribution Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Debtors and the Distribution Trustee shall be in writing and shall be sent by registered or certified mail, return receipt requested (postage prepaid), transmitted electronically, sent by hand delivery or sent by facsimile (if receipt is confirmed), addressed as follows:

If to the Debtors:

Heather Lennox
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
Direct Dial: (216) 586-7284
Fax: (216) 579-0212

If to the Distribution Trustee:

Executive Sounding Board Associates, Inc.
Attn: Robert D. Katz, CPA, CTP
Robert Agarwal, CIRA
2 Penn Center Plaza
1500 John F. Kennedy Blvd.
Suite 1730
Philadelphia, PA 19102
Phone: (215) 568-5788
Fax: (215) 568-5769
Email: rdkatz@esba.com
ragarwal@esba.com

With Copies to:

Kurt F. Gwynne
Mark W. Eckard
Reed Smith LLP
1201 n. Market Street
Suite 1500
Wilmington, DE 19801
Phone: (302) 778-7500
Fax: (302) 778-7575
Email: kgwynne@reedsmith.com
meckard@reedsmith.com

or to such other address as may from time to time be provided in a written notice to each party.

13.3 No Bond. Notwithstanding any state law to the contrary, the Distribution Trustee (including any successor) and the Disbursing Agent shall be exempt from giving any bond or other security in any jurisdiction.

13.4 Governing Law; Submission to Jurisdiction; Service of Process. This Agreement shall be construed in accordance with and governed by the internal substantive law of the State of New York regardless of the laws that might otherwise govern under principles of conflict of laws applicable thereto. The Bankruptcy Court shall have exclusive jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement; provided, however, that, if the Chapter 11 Cases have been closed and the Bankruptcy Court refuses to re-open the Chapter 11 Cases retain jurisdiction over such dispute, any court before which such dispute may be brought within the State of New York, including the United States District Court for the Southern District of New York, shall have jurisdiction over such dispute. The parties to this Agreement consent to the exclusive jurisdiction of the Bankruptcy Court and other courts as set forth above and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in the Bankruptcy Court or that any such dispute brought in the Bankruptcy Court has been brought in an inconvenient forum. This Agreement is subject to any order or act of the Bankruptcy Court applicable hereto. Process may be served on any party anywhere in the world, whether within or without the jurisdiction of any court to which the parties have submitted herein. Without limiting the foregoing, each party to this Agreement agrees that service of process on that party may be made upon the designated Person at the address provided in Section 13.2 and shall be deemed to be effective service of process on that party.

13.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

13.6 No Execution. All funds in the Distribution Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other person can execute upon, garnish or attach the Distribution Trust Assets or the Distribution Trust in any manner or compel payment from the Distribution Trust except by order of the Bankruptcy Court. Payment shall be solely governed by the Plan and this Agreement.

13.7 Amendment. This Agreement may be amended only by order of the Bankruptcy Court.

13.8 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[this space left blank intentionally – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year first written above.

Debtors:

Oldco M Corporation
Oldco M Asia, Inc.
Oldco M Company LLC
Oldco M Driveline Co., LLC
Oldco M DuPage Die Casting Corporation
Oldco M Engine Co., LLC
Oldco M Europe, Inc.
Oldco M Intermediate Holdco, Inc.
Oldco M Lester Precision Die Casting, Inc.
Oldco M Light Metals Company, Inc.
Oldco M Machining and Assembly Company, Inc.
Oldco M Precision Forming - Fort Wayne, Inc.
Oldco M Services, Inc.
Oldco M Sintered Components, LLC
Oldco M Sintered Components of Indiana, Inc.
Oldco M Sintered Components St. Marys, Inc.
Oldco M Tubular Products, Inc.
Oldco M U.S. Holding Co.
ER Acquisition Corp.
GMTI Holding Company
Halyard Aviation Services, Inc.
MascoTech Saturn Holdings, Inc.
MASG Disposition, Inc.
MASX Energy Services Group, Inc.
MD Products Corp.
NC-M Chassis Systems, LLC
Precision Headed Products, Inc.
Punchcraft Company
Stahl International, Inc.
W.C. McCurdy Co.
Windfall Specialty Powders, Inc.

By: _____
Name: G. Larry Carroll
Title: Vice President and Chief Liquidating Officer

Distribution Trustee:

Executive Sounding Board Associates, Inc.

By: _____
Name: Robert D. Katz
Title: Managing Director

EXHIBIT A

Engagement Terms

FEES:

1. The primary consultants assigned by Executive Sounding Board Associates, Inc. (“ESBA”) to these Chapter 11 Cases will be Rob Katz; Mike Dervis and Robert Agarwal. Their hourly billing rates will be \$435, \$395 and \$350 per hour, respectively, for this engagement. Other personnel and consultants, if needed, will be billed at rates between \$275 and \$435 per hour.

2. If ESBA’s engagement as Distribution Trustee lasts more than six (6) months, ESBA reserves the right to increase the hourly fee rates charged, upon advance written notice to the Oversight Committee.

STANDARD ENGAGEMENT TERMS:

3. ESBA will endeavor to minimize the cost of this engagement by working efficiently and cost effectively; the efficiency of our work will depend upon the cooperation and availability of other persons and entities, including without limitation, with respect to the furnishing of documents and information regarding the Debtors and the Chapter 11 Cases.

4. ESBA billings will be rendered weekly for the fees earned and out-of-pocket expenses. ESBA invoices are due and payable upon presentation.

5. ESBA will be reimbursed for any out-of-pocket expenses reasonably incurred in connection with the services rendered hereunder. Such expenses include, but are not limited to, travel, meals, lodging, parking, telephone and fax, general office services, photocopying and delivery services. ESBA shall make reasonable efforts to advise the Oversight Committee of any material expenses that are expected to be incurred before they are incurred.

6. ESBA is not an independent accounting firm or law firm and does not undertake the performance of an audit or the rendering of legal advice in this engagement.

7. Except for the services to be provided by ESBA pursuant to the Distribution Trust Agreement, during the term of this engagement and for a period of two (2) years thereafter, the Oversight Committee shall not utilize, as the Distribution Trustee in any of the Chapter 11 Cases, whether directly or indirectly, the services of any person who is, was or had been employed by ESBA as an employee of ESBA during the term of this engagement without the written consent of ESBA.

8. If ESBA is requested or required to appear and or testify before any tribunal in connection with this engagement, whether or not pursuant to lawful process, all time spent and out-of-pocket expenditures by ESBA, including reasonable expenses for legal counsel, shall be considered to have been performed under the terms of the Distribution Trust Agreement, and ESBA shall be entitled to receive payment of fees and reimbursement of expenses thereof from the Distribution Trust.

9. Pursuant to Article IX of the Distribution Trust Agreement, ESBA may resign or be removed by the Oversight Committee upon written notice. Paragraphs 7 and 8 of this Exhibit A shall survive any such resignation or removal. In addition, payment of all outstanding amounts due ESBA under the Distribution Trust Agreement shall be made upon such resignation or removal.

EXHIBIT B

Non-Cash Assets

(See Attached)

EXHIBIT III.C.3

**IDENTIFICATION OF OVERSIGHT COMMITTEE MEMBERS
EXHIBIT III.C.3**

SKF USA, Inc.
P.O. Box 332
Kulpsville, PA 19443-0330
Attn: Rex Thrasher, Director of Credit & Collections

Microflex, Inc.
1800 North U.S. Hwy. 1
Ormond Beach, FL 32174
Attn: Gene Schiavone

Trelleborg USA, Inc.
445 Enterprise Court
Bloomfield Hills, MI 41328
Attn: Adam Bloomenstein

EXHIBIT III.C.4

**IDENTIFICATION OF THE DISTRIBUTION TRUSTEE
EXHIBIT III.C.4**

Executive Sounding Board Associates, Inc.

EXHIBIT III.G.1

NONEXCLUSIVE LIST OF RETAINED CAUSES OF ACTION
EXHIBIT III.G.1

1. In addition to any other matters described in this Exhibit, any and all claims or counterclaims that have been or may be asserted by the Debtors in all actions and proceedings currently pending or that may be brought in any and all fora, including, but not limited to, any and all claims or counterclaims asserted in any adversary proceedings filed in the Bankruptcy Court and any litigation involving the Debtors in federal or state courts or administrative agencies in the United States or before any relevant authorities, courts or agencies in any foreign jurisdictions.
2. Any and all rights, claims or causes of action relating to the return of deposits held by utility companies, including deposits made on a postpetition basis in connection with agreements entered into under section 366 of the Bankruptcy Code.
3. Any and all rights, claims or causes of action based upon the collection or nonpayment of accounts receivable from customers, including claims for goods or tooling shipped or delivered, for breach of contract for failure to take possession of goods orders or similar causes of action, including any customers' improper setoff or recoupment of claims against the Debtors, specifically including, but not limited to, claims against GAZ for \$3,428,822 (plus interest) for goods shipped and contract cancellation.
4. Any and all rights, claims or causes of action related to the Rome Sublease and Noncompetition Agreement, dated February 10, 2005, by and between Debtor Oldco M Lester Precision Die Casting, Inc. (f/k/a Metaldyne Lester Precision Die Casting, Inc.), Debtor Oldco M Machining and Assembly Company, Inc. (f/k/a Metaldyne Machining and Assembly Company, Inc.) and Debtor Oldco M DuPage Die Casting Corporation (f/k/a Metaldyne DuPage Die Casting Corporation) and LPDC Acquisition, LLC ("LPDC"), including, but not limited to, payments that may be due and owing to the Debtors from LPDC for rental payments not made during 2009.
5. Any and all rights, claims or causes of action of the Debtors to approximately \$250,000 in paid loss deposits made to ESIS and to approximately \$103,000 in paid loss deposits to SRS/Hartford, the Debtors' current and legacy third party administrators with respect to workers' compensation claims.
6. Any and all rights, claims or causes of action, including those under section 549 of the Bankruptcy Code, related to certain payments made on prepetition claims that were mistakenly made by the Debtors, including (but not limited to) payments of \$4,600, \$18,388 and \$11,252 to Five Star Industries and payments of \$11,550 and \$10,150 to JSI Industries.
7. Any and all rights, claims or causes of action with respect to tax refunds (or refunds of FILOT or PILOT payments) from all federal, state and local governmental authorities, including (but not limited to) rights to refunds of Michigan Business Tax and Michigan Single Business Tax.

8. Any and all rights, claims or causes of action related to the obligations of Trimas Corporation to make payments to Oldco M Corporation or its affiliates (including reimbursement of employee-related payments) under the Stock Purchase Agreement dated May 17, 2002 between Trimas Corporation, Oldco M Corporation and Heartland Industrial Partners L.P.
9. Any and all indemnification or contribution rights, claims or causes of action against any person or entity relating in any way to the Debtors' indemnification or contribution rights or causes of action under any and all agreements, statutes or otherwise, including, but not limited to, any rights to indemnification the Debtors may have under the Asset Purchase Agreement by and between ITT Automotive, Inc. and Lester Precision Die Casting, Inc. (a predecessor in interest to the Debtors), dated January 22, 1998.
10. Any and all rights, claims or causes of action against any person or entity to recover money or property of the Debtors wrongfully appropriated or retained by such person or entity.
11. Any and all rights, claims or causes of action against suppliers of the Debtors for supplying defective or nonconforming products or for any other warranty or breach of contract claims or causes of action.
12. Any and all rights, claims or causes of action against contractors of the Debtors for defective services or goods provided to the Debtors (including warranty claims).
13. Any and all rights, claims or causes of action against any person or entity related to the breach of any employment agreement, consulting agreement, management agreement, noncompetition agreement or other similar agreement between the Debtors and such person or entity.
14. Any and all preference, fraudulent conveyance or other avoidance rights, claims or causes of action, including (but not limited to) claims under chapter 5 of the Bankruptcy Code or similar state law.
15. Any and all rights, claims or causes of action against MD Investors Corporation (and any of its affiliates principals, affiliates, subsidiaries, professional or advisors) with respect to the MD Investors Transaction and any and all agreements related thereto.
16. Any and all rights, claims or causes of action under any of the contracts, stipulations, leases or other agreements that were entered into or approved by the Bankruptcy Court during the pendency of these chapter 11 cases.
17. Any and all rights, claims or causes of action that the Debtors may have now or in the future arising for refunds or otherwise from their insurance contracts, agreements or other arrangements.
18. Any and all rights, claims or causes of action related to the enforcement of any agreement assigned by the Debtors to the Distribution Trustee pursuant to the Plan.

19. Any and all rights, claims or causes of action against landlords under lease agreements under which the Debtors are tenants.
20. Any and all rights, claims or causes of action that the Debtors have for infringement or other violations of their trademarks, copyrights and other intellectual property owned or licensed by the Debtors and not sold as part of the MD Investors Transaction.
21. Any and all rights, claims or causes of action against any employees, officers or directors of the Debtors who served at any time prior to the Petition Date and who were not serving in any such capacity as of the Petition Date and any affiliates of such employees, officers and directors and any entities used to hold their respective assets, including, but not limited to, claims for: breach of a noncompetition agreement, misappropriation of trade secrets, breach of fiduciary duty, knowing participation in breach of fiduciary duty, negligence and gross negligence, conversion, embezzlement, constructive trust, breach of contract, tortious interference with contract, breach of trust, knowing participation in breach of trust, fraud, aiding and abetting fraud, negligent misrepresentation, deepening insolvency, waste, conspiracy, fraudulent conveyance, fraudulent transfer, preference, disallowance, avoidance, violations of state and federal securities or racketeering laws, aiding and abetting, knowing participation in or conspiracy to commit any of the causes of action identified herein and any other claim or cause of action related to or arising from obligations that these persons owed to the Debtors as a result of their status as directors, officers and/or employees of one or more of the Debtors prior to the Petition Date, including, but not limited to, claims arising from their participation in or receipt of direct or indirect preferential, fraudulent or otherwise improper payments or transfers from the Debtors.
22. Any and all rights, claims or causes of action of the Debtors against entities that were affiliates of the Debtors as of the Petition Date that are not being released or satisfied under the Plan.
23. Any and all rights, other legal or equitable claims or causes of action arising under contract, tort, statute or otherwise, other than claims expressly released or satisfied under the Plan, including (but not limited to) any claims or causes of action that could be raised as defenses or counterclaims in any litigation against the Debtors.

EXHIBIT IV.A

NONEXCLUSIVE LIST OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED
EXHIBIT IV.A

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Letter Agreement Regarding Timothy Wadhams inclusion in MascoTech supplemental executive retirement program	Mar. 10, 2005	Oldco M Corporation (f/k/a Metaldyne Corporation)	Masco Corporation
Supplemental Executive Retirement Program Agreement By and Between Timothy Wadhams and MascoTech, Inc.	Nov. 21, 2001	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Timothy Wadhams
Employment, Release and Consulting Agreement by and between Timothy Wadhams and MascoTech, Inc.	Nov. 22, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Timothy Wadhams
Supplemental Executive Retirement Program Agreement By and Between David B. Liner and Metaldyne Corporation	Mar. 31, 2001	Oldco M Corporation (f/k/a Metaldyne Corporation)	David B. Liner
Change of Control Agreement By and Between MascoTech, Inc. and David B. Liner	Sept. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	David B. Liner
Supplemental Executive Retirement Program Agreement By and Between Erwin H. Billig and MascoTech, Inc.	Nov. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Erwin H. Billig
Supplemental Executive Retirement Program Agreement By and Between Peter C. DeChants and MascoTech, Inc.	Nov. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Peter C. DeChants
Supplemental Executive Retirement Program Agreement By and Between Lee M. Gardner and MascoTech, Inc.	Nov. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Lee M. Gardner
Employment, Release and Consulting Agreement by and between Lee M. Gardner and MascoTech, Inc.	Nov. 22, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Lee M. Gardner
Supplemental Executive Retirement Program Agreement By and Between Keith N. Junk and MascoTech, Inc., and any amendments or ancillary agreements thereto	Nov. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	Keith N. Junk
Supplemental Executive Retirement Program Agreement By and Between William E. Meyers and MascoTech, Inc.	Nov. 21, 2000	Mascotech, Inc., predecessor in interest to Oldco M Corporation	William E. Meyers
Mascotech, Inc. Retirement Benefit Restoration Plan, as amended	Jan. 1, 1995	Mascotech, Inc., predecessor in interest to Oldco M Corporation	All participants in the Plan, including but not limited to: L. Abate J. Musat J. Nowak M. O'Brien

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
			L. Runk R. Swope G. Thanopoulos Brian Campbell David Cripps AH Leech George Manoogian William Meyers K.C. Milner R. Ritchie Morton Sennett L. Gene Stohler Willaim Trice W. Anderson J.S. Babiasz P. DeChants Daniel Foley D.D. Fuhrman L.M. Gardner F. Hennessey Raymon Hunt K.N. Junk D. Liner J.E. Lyle L.A. Manoogian Louis Merz Frederick Minturn William Moore R. Douglas Roland T. Rudasics J.C. Settimi Richard Smith Theodore Thacker Henry Thiele J. Tompkins T. Wadhams R. Wilson Caria Grava Diane Leonard Theresa Pike Erwin H. Billig

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Simpson Industries Supplemental Executive Retirement Program, and any and all ancillary or related agreements thereto	N/A	Simpson Industries, a predecessor in interest to the Debtors	All non-debtor parties to any agreements related to the Simpson Industries Supplemental Executive Retirement Program
Metaldyne Supplemental Executive Retirement Program, and any and all ancillary or related agreements thereto	N/A	Metaldyne Corporation (n/k/a Oldco M Corporation)	All non-debtor parties to any agreements related to the Metaldyne Supplemental Executive Retirement Program
Any and all agreements related to any Supplemental Executive Retirement Programs or Benefit Restoration Programs, and any and all ancillary or related agreements thereto	N/A	Any Debtor	Any non-debtor party to any such agreement
Connecticut General Life Insurance Company, effective July 1, 2004 (and any ancillary documents) Renewal Acceptance Form, dated January 1, 2009 (and any ancillary documents)	July 1, 2004 and Jan. 1, 2009	Oldco M	Connecticut General Life Insurance Company PO Box 15050 Wilmington, DE 19850
Eyemed Vision Care, dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Eyemed Vision Care 400 Luxottica Place Mason, OH 45040
T.E.A.M. Employee Assistance Program, dated January 1, 2005 (and any ancillary documents)	Jan. 1, 2005	Oldco M	Total Employee Assistance and Management Inc. 901 Wilshire Drive Suite 210 Troy, MI 48084
Vision Plan Policy Billing Information, dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Eyemed Vision Care 400 Luxottica Place Mason, OH 45040
Fidelity Security Life Insurance Company, dated January 1, 2002 (and any ancillary documents)	Jan. 1, 2002	Oldco M	Fidelity Security Life Insurance Company 82 Devonshire Street Boston, MA 02109
Metaldyne Voluntary Benefits Exhibit A - Services to be Provided, dated January 1, 2009 (and any ancillary documents)	Jan. 1, 2009	Oldco M	Aon 199 Water Street New York, NY 10038

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Agreement, dated November 2005, between Metaldyne Corporation and Metaldyne Zell GmbH & Co. KG (cash pooling agreement)	Nov. 2005	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne Zell GmbH & Co. KG
Assignment and Transfer Agreement, dated as of August 13, 2004, by and among MetaldyneLux S.a.r.l., Metaldyne Corporation, Metaldyne Europe, Inc. and Metaldyne Company LLC	Aug. 13, 2004	Oldco M Corporation (f/k/a Metaldyne Corporation) Oldco M Company LLC (f/k/a Metaldyne Company LLC)	MetaldyneLux S.a.r.l. Metaldyne Europe, Inc.
Assignment and Transfer Agreement, dated as of August 13, 2004, by and between Metaldyne Corporation and Metaldyne Europe S.a.r.l.	Aug. 13, 2004	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne Europe S.a.r.l.
Management Services Agreement, dated December 22, 2003, between Metaldyne Company LLC and Metaldyne International France S.A.S.	Dec. 22, 2003	Oldco M Company LLC (f/k/a Metaldyne Company LLC)	Metaldyne International France S.A.S
Relocation Agreement between Metaldyne Greensboro and Mark Gerlach dated February 20, 2009, effective January 1, 2009 through June 30, 2010	Feb. 20, 2009	Oldco M Greensboro (f/k/a Metaldyne Greensboro)	Mark Gerlach 513 Alderson Road Washington, NC 27889
Agreement for Services, dated September 3, 2008, between Carpenter Industry Supply (CISCO) and Metaldyne Machining and Assembly Company, Inc.	Sept. 3, 2008	Oldco M Machining and Assembly Company (f/k/a Metaldyne Machining and Assembly Company)	Carpenter Industrial Supply Company Inc. 3300 Cisco Street Jackson, Michigan 49201
Edon contract between Metaldyne LLC (Edon plant) and DSSI, LLC.		Oldco M LLC (f/k/a Metaldyne LLC)	Direct Sourcing Solutions Inc. Dept. Number 94914 Louisville, KY 40294-4914 USA
Edon contract between Metaldyne-Edon OH and Siemens Energy & Automation, Inc.		Oldco M – Edon OH	Siemens Energy & Automation, Inc. 390 Kent Avenue Elk Grove Village, IL 60007 USA
Edon Trade Agreement between Metaldyne Machining and Assembly Company and Casting Technologies Company		Oldco M Machining and Assembly Company (f/k/a Metaldyne Machining and Assembly Company)	Casting Technologies Company 14638 Apple Dr. Fruitport MI 49415 US
Greensboro and Edon contracts between Metaldyne LLC and Production Services Management Inc.		Oldco M LLC (f/k/a Metaldyne LLC)	Production Services Management Inc. 1255 Beach Court Saline, MI 48176 USA

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Greensboro contract between Metaldyne LLC (Greensboro plant) and DSSI, LLC		Oldco M LLC (f/k/a Metaldyne LLC)	Direct Sourcing Solutions Inc. Dept. Number 94914 Louisville, KY 40294-4914 USA
Multiple Location Rental Account Agreement, dated January 17, 2002, between Cintas Corporation No. 2 and Metaldyne Company LLC	Jan. 17, 2002	Oldco M Company LLC (f/k/a Metaldyne Company LLC)	Cintas Corporation No. 2 6800 Cintas Boulevard Cincinnati, Ohio 45262

EXHIBIT IV.D.1

**PREPETITION EXECUTORY CONTRACTS AND UNEXPIRED
LEASES TO BE ASSUMED AND ASSIGNED TO THE DISTRIBUTION TRUST
EXHIBIT IV.D.1**

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Health Insurance and Related Agreements				
Authorization, Hold Harmless and Indemnification Agreement, dated March 1, 2005 (and any ancillary documents)	March 1, 2005	Oldco M	Delta Dental 27500 Stansbury Farmington Hills, MI 48334	\$0.00
Delta Admin 2009, dated January 1, 2009 (and any ancillary documents)	Jan. 1, 2009	Oldco M	Delta Dental 27500 Stansbury Farmington Hills, MI 48334	\$0.00
Delta Amendment to (Basic), dated January 1, 2004 (and any ancillary documents)	Jan. 1, 2004	Oldco M	Delta Dental 27500 Stansbury Farmington Hills, MI 48334	\$0.00
Delta Amendment to (Plus), dated January 1, 2004 (and any ancillary documents)	Jan. 1, 2004	Oldco M	Delta Dental 27500 Stansbury Farmington Hills, MI 48334	\$0.00
Delta Renewal, effective January 1, 2009 (and any ancillary documents)	Jan. 1, 2009	Oldco M	Delta Dental 27500 Stansbury Farmington Hills, MI 48334	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Schedule, dated January 1, 2009 (and any ancillary documents)	Jan. 1, 2009	Oldco M	BCBSM 600 Lafayette East Detroit, MI	\$0.00
Admin Service Contract, dated January 1, 2008 (and any ancillary documents)	Jan. 1, 2008	Oldco M	BCBSM 600 Lafayette East Detroit, MI	\$0.00
Administrative Services Contract - Weekly Callin Program, dated January 1, 2002 (and any ancillary documents) and Performance Guarantee Addendum to the Administrative Services Contract, dated January 1, 2007	Jan. 1, 2002 and Jan. 1, 2007	Oldco M	BCBSM 600 Lafayette East Detroit, MI	\$0.00
Agreement to Provide Administrative Services for the Retiree Drug Subsidy for BCBSM and BCN Groups, dated January 1, 2006 (and any ancillary documents)	Jan. 1, 2006	Oldco M	BCBSM 600 Lafayette East Detroit, MI	\$0.00
Stop Loss Addendum - Weekly Call-In Program, dated January 1, 2008 (and any ancillary documents)	Jan. 1, 2008	Oldco M	BCBSM 600 Lafayette East Detroit, MI	\$0.00
Administrative Services Agreement (Matrix Absence Management Inc.), dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Matrix Absence Management Inc. 5225 Hellyer Avenue Suite 210 San Jose, CA 95138	\$0.00
Prescription Service Agreement, dated January 1, 2005 (and any ancillary documents)	Jan. 1, 2005	Oldco M	Walgreens Health Initiative 1417 Lake Cook Road MS L468 Deerfield, MI 60015	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Reliance Standard Life Insurance Company - Application for Group Accident Policy, dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Reliance Standard Life Insurance Company 2001 Market Street, Suite 500 Philadelphia, PA 19103-7090	\$0.00
Reliance Standard Life Insurance Company (Basic Life), dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Reliance Standard Life Insurance Company 2001 Market Street, Suite 500 Philadelphia, PA 19103-7090	\$0.00
Reliance Standard Life Insurance Company (LTD), dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Reliance Standard Life Insurance Company 2001 Market Street, Suite 500 Philadelphia, PA 19103-7090	\$0.00
Reliance Standard Life Insurance Company (STD), dated January 1, 2007 (and any ancillary documents)	Jan. 1, 2007	Oldco M	Reliance Standard Life Insurance Company 2001 Market Street, Suite 500 Philadelphia, PA 19103-7090	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Reliance Standard Life Insurance Company (Supplemental Life), dated January 1, 2007, (and any ancillary documents)	Jan. 1, 2007	Oldco M	Reliance Standard Life Insurance Company 2001 Market Street, Suite 500 Philadelphia, PA 19103-7090	\$0.00
Walgreens Health Initiatives, dated January 1, 2008 (and any ancillary documents)	Jan. 1, 2008	Oldco M	Walgreens Health Initiative 1417 Lake Cook Road MS L468 Deerfield, MI 60015	\$0.00
Trust Agreement – Fidelity	July 1, 2001	Oldco M	Fidelity 82 Devonshire Street Boston, MA 02109	\$0.00
Administrative Services Agreement (NGS), dated January 1, 2009 (and any ancillary documents)	Jan. 1, 2009	Oldco M	NGS American, Inc. 27575 Harper Avenue PO Box 7676 St. Claire Shores, MI 48080	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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&O, Fiduciary, Business Travel Accident, Crime, Special Crime, Flood and Underground Storage and Actuarial.		Oldco M	<p>Aon Risk Services 3000 Town Center, Suite 3000 Southfield, MI 48075 Attn: Michel Pokerwinski</p> <p>Jessica Smith Aon Consulting 1100 Reynolds Blvd. Winston-Salem, NC 27105</p> <p>Aon Corporation Attn: Christa Davies, CFO 200 East Randolph St. Chicago, IL 60601 USA</p>	\$0.00
Marsh Brokerage Agreement: An insurance agreement between the Company and Marsh Risk Services for brokerage services rendered to the Company for property, marine cargo, foreign liability and surety bonds.		Oldco M	<p>Marsh Attn: Nina Maggart, Managing Director/Client Executive 600 Renaissance Center, Suite 2100, Detroit, MI 48243</p>	\$0.00
Other Insurance Agreements				
Directors and Officer Run Off Policy – Primary Insurance Policy, Policy No. 6262187	Jan. 11, 2007	Oldco M	American Home Assurance Co.	\$0.00
Directors and Officer Run Off Policy – First Excess Insurance Policy, Policy No. 81696394	Jan. 11, 2007	Oldco M	Federal Insurance Co.	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Directors and Officer Run Off Policy – Second Excess Insurance Policy, Policy No. RNN711082012006	Jan. 11, 2007	Oldco M	AXIS Reinsurance Co.	\$0.00
Directors and Officer Run Off Policy – Third Excess Insurance Policy, Policy No. ELU09517506	Jan. 11, 2007	Oldco M	XL Specialty Insurance Co.	\$0.00
Fiduciary Liability Insurance Policy – Primary, Policy No. 68018890 (as extended on Jan. 11, 2010)	Jan. 11, 2008	Oldco M	Federal Insurance Company	\$0.00
Fiduciary Liability Insurance Policy – Excess, Policy No. 5511250 (as extended on Jan. 11, 2010)	Jan. 11, 2008	Oldco M	National Union Fire Ins. Co.	\$0.00
All insurance policies, agreements or other contracts or instruments related to insurance, indemnification or contribution in favor of the Debtors that are not specifically identified herein.	N/A	Oldco M Corporation (f/k/a Metaldyne Corporation) and its related subsidiaries and affiliates	N/A	\$0.00
Other Agreements				
Parts Supply Contract No. [220-840/247-07-111] and all amendments, extensions and ancillary agreements thereto	Sept. 21, 2007	Oldco M Corporation (f/k/a Metaldyne Corporation)	GAZ Group	\$0.00
Agreement for Services	Oct. 3, 2008 (and approved by the Bankruptcy Court on May 29, 2009)	Oldco M Corporation (f/k/a Metaldyne Corporation) and its related subsidiaries and affiliates	The BMC Group, Inc.	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Joint Venture Formation Agreement, by and among NC-M Chassis Systems, LLC, Daimler Chrysler Corporation and Metaldyne Company LLC, dated as of December 8, 2002	Dec. 8, 2002	Oldco M Company LLC (f/k/a Metaldyne Company LLC) NC-M Chassis Systems, LLC	Daimler Chrysler Corporation	\$0.00
Employee Matters Agreement: Employees at New Castle, Indiana, by and among NC-M Chassis Systems, LLC, Daimler Chrysler Corporation and Metaldyne Company LLC, dated as of December 8, 2002	Dec. 8, 2002	Oldco M Company LLC (f/k/a Metaldyne Company LLC) NC-M Chassis Systems, LLC	Daimler Chrysler Corporation	\$0.00
Wells Fargo (previously Wachovia) Consulting Services Agreement Defined Contribution Hourly Plan	June 19, 2006	Oldco M	Wells Fargo	\$0.00
Stock Purchase Agreement	May 17, 2002	Oldco M Corporation (f/k/a Metaldyne Corporation)	Heartland Industrial Partners, L.P. Trimas Corporation	\$0.00
Asset Purchase Agreement	Jan. 22, 1998	Lester Precision Die Casting, Inc. (a predecessor in interest to certain of the Debtors)	ITT Automotive, Inc.	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
Asset Purchase Agreement	Jan. 7, 2006	Oldco M Company LLC (f/k/a Metaldyne Company LLC) Metaldyne Precision Forming – Fort Wayne, Inc. Oldco M Corporation (f/k/a Metaldyne Corporation).	Forming Technologies, Inc.	\$0.00

EXHIBIT IV.D.2

**POSTPETITION CONTRACTS AND LEASES TO BE ASSIGNED TO THE DISTRIBUTION TRUSTEE
EXHIBIT IV.D.2**

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Agreements Related to the MD Investors Transaction			
Purchase Agreement, Dated as of August 7, 2009, Between MD Investors Corporation and Metaldyne Corporation	Aug. 7, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	MD Investors Corporation
Transitional Services Agreement as amended and extended on November 17, 2009	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne, LLC
Pending Contract Agreement, as amended on November 17, 2009	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne, LLC
Greensboro Agreement	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne Chassis Products, LLC
Twinsburg Agreement	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Metaldyne Powertrain Components, Inc.
Acknowledgement Agreement, as amended on October 30, 2009.	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	MD Investors Corporation
Engagement Letters and/or Agreements Related to the Debtors' Retention of Certain Professionals			
Auction Services Agreement	Dec. 17, 2009	Oldco M Company, LLC (f/k/a Metaldyne Company LLC)	Branford Auctions, LLC General Electric Capital Corporation
Asset Purchase Agreement, dated December 2, 2009, by and between Oldco M Corporation (f/k/a Metaldyne Corporation), Perfection Plan Liquidations, LLC, and Myron Bowling Auctioneers	Dec. 2, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Perfection Plan Liquidations, LLC Myron Bowling Auctioneers

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Auction Services Agreement	Feb. 3, 2010	Oldco M Company, LLC (f/k/a Metaldyne Company LLC)	Branford Auctions, LLC
Various Union Agreements			
International Association of Machinists and Aerospace Workers Agreement With Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues	Dec. 14, 2009 (and approved by the Bankruptcy Court on Jan. 19, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Association of Machinists and Aerospace Workers
Agreement Between Oldco M Corporation (f/k/a Metaldyne Corporation) and Chauffeurs, Teamsters and Helpers Local Union 414, an Affiliate of the International Brotherhood of Teamsters Regarding the Fremont, Indiana Collective Bargaining Agreement	Dec. 15, 2009 (and approved by the Bankruptcy Court on Jan. 19, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	Chauffeurs, Teamsters and Helpers Local Union 414, an Affiliate of the International Brotherhood of Teamsters
United Electrical, Radio and Machine Workers of America Agreement with Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues	Jan. 15, 2010 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	United Electrical, Radio and Machine Workers of America
Greensboro/Whitsett, North Carolina Agreement	Dec. 17, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 3520

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Litchfield, Michigan Agreement	Dec. 16, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 373
New Castle, Indiana Agreement	Dec. 16, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 371
Fremont, Indiana Agreement	Dec. 16, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 1395
St. Mary's, Pennsylvania Agreement	Dec. 16, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 3400
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Agreement with Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues	Dec. 16, 2009 (and approved by the Bankruptcy Court on Jan. 22, 2010)	Oldco M Corporation (f/k/a Metaldyne Corporation)	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Various Stipulations/Orders Entered by the Bankruptcy Court			
Stipulation and Agreed Order Among Debtors, GECC, Metaldyne, LLC and MD Investors Corporation With Respect to Certain Equipment Leases	Dec. 11, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	General Electric Capital Corporation MD Investors Corporation Metaldyne, LLC
Stipulation and Agreed Order Among Debtors and Debtors in Possession, MD Investors Corporation and Dyne (DE) LP	Dec. 17, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Dyne (DE) LP MD Investors Corporation
Stipulation and Order Between Debtors and Spirit SPE Portfolio 2005-1, LLC Regarding Leases of Nonresidential Real Property Located in Livonia, Michigan and Middleville, Michigan	Dec. 17, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Spirit SPE Portfolio 2005-1, LLC and Spirit SPE Portfolio 2007-1, LLC
Erwin & Betty Billig Agreement With Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues and Claim Numbers 1553 and 1554	Jan. 30, 2010	Oldco M Corporation (f/k/a Metaldyne Corporation)	Erwin and Betty Billig
William E. Meyers Agreement With Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues and Claim Number 2911	Feb. 3, 2010	Oldco M Corporation (f/k/a Metaldyne Corporation)	William E. Meyers
Keith N. Junk Agreement With Oldco M Corporation (f/k/a Metaldyne Corporation) Regarding the Resolution of all Retiree Benefit Issues and Claim Number 2910	Feb. 3, 2010	Oldco M Corporation (f/k/a Metaldyne Corporation)	Keith N. Junk

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Various Agreements Related to the Wind Down of Operations at the Debtors' Facilities			
Middleville Wind Down Agreement	Oct. 30, 2009 (and approved by the Bankruptcy Court on Nov. 18, 2009)	Oldco M Corporation (f/k/a Metaldyne Corporation)	Ford Motor Company
Niles Wind Down Agreement	Oct. 28, 2009 (and approved by the Bankruptcy Court on Nov. 18, 2009)	Oldco M Corporation (f/k/a Metaldyne Corporation)	Ford Motor Company
Middleville Wind Down Agreement	Oct. 26, 2009 (and approved by the Bankruptcy Court on Nov. 18, 2009)	Oldco M Corporation (f/k/a Metaldyne Corporation)	Chrysler Group LLC
Other Agreements with Debtors' Major Customers			
Stipulation and Agreed Order Among Old Carco LLC, Chrysler Group LLC and NC-M Chassis Systems, LLC Nunc Pro Tunc to October 30, 2009	Nov. 17, 2009	NC-M Chassis Systems, LLC	Old Carco LLC (f/k/a Chrysler LLC) Chrysler Group LLC
Stipulation and Agreed Order for Assumption and Assignment to Chrysler Group LLC, Nunc Pro Tunc to June 11, 2009, of Accommodation Agreement, Related Purchase Orders, and Access and Security Agreement Related to Metaldyne Corporation Et Al.	Nov. 4, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation)	Old Carco LLC (f/k/a Chrysler LLC) Chrysler Group LLC

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
NCM Production Contract	May 27, 2009 (and approved by the Bankruptcy Court on May 29, 2009)	NC-M Chassis Systems, LLC	Chrysler LLC Chrysler Motors LLC Chrysler Canada Inc.
Letter Agreement with General Motors LLC regarding GM Settlement	Nov. 18, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	General Motors LLC
All remaining contracts under which the Debtors supply goods to Ford Motor Company and First Acquittaine not previously rejected	n/a	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	Ford Motor Company (and any of its affiliates or subsidiaries)
Agreements with Certain Utility Companies			
Adequate Assurance Agreement	June 12, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	The Detroit Edison Company The East Ohio Gas Company (d/b/a Dominion East Ohio) Ohio Edison Company Toledo Edison Company The Cleveland Electric Illuminating Company Commonwealth Edison Company Piedmont Natural Gas Company
Letter Agreement	June 19, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	National Fuel Gas Distribution Corporation
Letter Agreement	June 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	Bluffton Utilities

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Letter Agreement	June 23, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	NIPSCO Northern Indiana Fuel & Light (NIFL) (both NiSource companies)
Letter Agreement	June 29, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	SEMCO Energy, Inc.
Letter Agreement	June 24, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	Vectren Corporation
Adequate Assurance Agreement	June 30, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation), et al.	Duke Energy Indiana, Inc. Duke Energy Carolinas, LLC

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Postpetition Insurance Agreements			
Property Insurance Policy, Policy No. 003530409	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation) and subsidiaries	Marsh Lexington
Property Insurance Policy, Policy No. 9180134	Oct. 16, 2009	Oldco M Machining and Assembly Mfg. Co. (Canada) Ltd. (f/k/a Metaldyne Machining and Assembly Mfg. Co. (Canada) Ltd.)	Marsh Chartis
General Liability Insurance Policy, Policy No. 8702367	Oct. 16, 2009	Oldco M Machining and Assembly Mfg. Co. (Canada) Ltd. (f/k/a Metaldyne Machining and Assembly Mfg. Co. (Canada) Ltd.)	Marsh Zurich Insurance Co.
Marine Cargo Insurance Policy, Policy No. N02178850	Oct. 16, 2009	Oldco M Corporation (f/k/a Metaldyne Corporation) and subsidiaries	Marsh Indemnity Insurance Company of NA
Marine Cargo Insurance Policy, Policy No. N02178862	Oct. 16, 2009	Oldco M Machining and Assembly Mfg. Co. (Canada) Ltd. (f/k/a Metaldyne Machining and Assembly Mfg. Co. (Canada) Ltd.)	Marsh Indemnity Insurance Company of NA
Workers' Compensation Insurance Policy, Policy No. WC6517520	Oct. 14, 2009	Oldco M	Illinois National
Workers' Compensation Insurance Policy, Policy No. WC006517520	Dec. 31, 2009	Oldco M	Commerce and Industry
Hired and Non-Owned Auto Insurance Policy, Policy No. 4015730467	Oct. 16, 2009	Oldco M	Continental Insurance Co.
General Liability – Premises Insurance Policy, Policy No. 4015767812	Oct. 16, 2009	Oldco M	Columbia Casualty Company

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Discontinued Products Insurance Policy, Policy No. 4015771651	Oct. 16, 2009	Oldco M	Columbia Casualty Company
Directors and Officers Insurance Policy, Primary, Policy No. MNN730558012009	Jan. 11, 2009	Oldco M	AXIS Insurance Company
Directors and Officers Insurance Policy, First Layer, Policy No. CO11194.001	Jan. 11, 2009	Oldco M	Allied World National Assurance
Directors and Officers Insurance Policy, Second Layer, Policy No. 14743587	Jan. 11, 2009	Oldco M	Illinois National Insurance Co.
Directors and Officers Insurance Policy, Third Layer, Policy No. EC09002210	Jan. 11, 2009	Oldco M	St. Paul Mercury Ins. Co.
Directors and Officers Insurance Policy, Fourth Layer, Policy No. ELU10932209	Jan. 11, 2009	Oldco M	XL Specialty Ins. Co.
Directors and Officers Insurance Policy, Fifth Layer, Policy No. ABX003144000	Jan. 11, 2009	Oldco M	Arch Insurance Company
Fiduciary Liability Insurance Policy – Primary, Policy No. 68018890, as extended	Jan. 11, 2010	Oldco M	Federal Insurance Company
Fiduciary Liability Insurance Policy – Excess, Policy No. 5511250, as extended	Jan. 11, 2010	Oldco M	National Union Fire Ins. Co.
Flood Insurance Policy, Policy No. 10858045972009	Nov. 10, 2009	Oldco M	Philadelphia Indemnity Ins. Co.
All insurance policies, agreements or other contracts or instruments related to insurance, indemnification or contribution in favor of the Debtors that are not specifically identified herein.	N/A	Oldco M Corporation (f/k/a Metaldyne Corporation) and its related subsidiaries and affiliates	N/A
Other Agreements			
Agreement Regarding Demolition and Removal of Equipment	Nov. 2009	NC-M Chassis Systems, LLC	Parker Machinery Movers and Equipment Rental

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement
Equipment Removal and Sale Agreement	Feb. 4, 2010	NC-M Chassis Systems LLC	General Electric Capital Corporation RJ Torching Inc. Heavy Metal Scrap, LLC
ESIS, Inc. – Risk Management Services Proposed for Metaldyne Corporation	Oct. 15, 2009 – Oct. 14, 2010	Oldco M Corporation (f/k/a Metaldyne Corporation) – Ohio Only	ESIS, Inc Attn: Kathi Nunez 525 W. Monroe Street Suite 400 Chicago, IL 60661
Schedule A-Unemployment Cost Management Service	Oct. 1, 2009	Oldco M Corporation	Talx Corporation
Any and all agreements under which the Debtors may retain any rights, claims or causes of action	N/A	N/A	N/A