

**APPENDIX IV**  
**COOPERATION AGREEMENT**

In addition to the rights of access to information and documents provided to the debtors and the distribution trust (the "Trust") as the estate representative successor to the debtors in (i) the Asset Purchase Agreement entered into as of August 7, 2009 by and between Metaldyne Corporation (collectively with any of its debtor affiliates, the "Debtors") and MD Investors Corporation ("MDI") (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "APA") and (ii) the Transitional Services Agreement entered into as of October 16, 2009 by and between Metaldyne Corporation and Metaldyne, LLC ("MLLC"), a wholly owned subsidiary of MDI (as may have been amended, modified or supplemented from time to time and together with any related agreements, the "Transitional Services Agreement"), MDI, MLLC and/or any relevant subsidiary of either of them (each, a "Cooperating Entity" and, collectively, the "Cooperating Entities") will provide the following assistance and cooperation to the Trust at no expense (other than reimbursement of any Cooperating Entity's actual out-of-pocket expenses, which shall not include wages, salary or employee benefits) to the Trust:

1. Access to Information and Copies Thereof: The Cooperating Entities will provide access to all documents prepared or owned by the debtors and related information in Cooperating Entity's possession, custody or control, and all documents and information prepared or generated, in whole or in part, from such documents and related information (collectively, all such documents and information are referred to as the "Information") and copies of such Information, for any of the following purposes, if such information reasonably relates to such purpose:

- a. review, analysis and reconciliation of claims that are filed or deemed filed in the debtors' bankruptcy cases or other claims asserted against the Trust;
- b. review and analysis of avoidance actions or other litigation claims (and any potential or alleged defenses thereto) other than as against any Cooperating Entity;
- c. prosecution of any claim objections, avoidance actions, or other litigation claims other than as against any Cooperating Entity;
- d. preparation of reports required under the Trust agreement;
- e. preparation of the Trust's tax returns or other related documents; or
- f. fulfillment of any other duty or obligation of the Trust under the trust agreement.

The Cooperating Entities will ensure that such access is provided in a timely manner so that the Trust can expeditiously fulfill its duties and obligations under the Trust agreement; provided, however, that, absent a Court order, no Cooperating Entity shall be required to provide any information or documents that (a) the Cooperating Entity alleges to be privileged or (b) the provision of which would violate any law or constitute a breach of any agreement to which the Cooperating Entity is party. All documents or information provided that are "confidential" shall be subject to a reasonable confidentiality agreement (which shall be executed prior to the hearing on confirmation of a chapter 11 plan). For purposes of this agreement, the term "confidential" shall include only trade secret or other confidential research, development, or commercial information. By way of illustration, "confidential" information and documents shall not include purchase orders, invoices, account statements,

copies of checks, or demand or dunning letters that are relevant to the Distribution Trust's analysis or prosecution of avoidance actions.

2. Assistance: The Cooperating Entities will make their employees reasonably available at reasonable times during regular business hours and as appropriate to assist the Trust with items 1.a-f above. Such assistance shall include, without limitation, making their employees available (a) to provide or discuss Information, (b) to review and execute declarations or affidavits, (c) to appear for depositions at places proper under the Federal Rules of Civil Procedure and/or Federal Rules of Bankruptcy Procedure (at which depositions, any deponent that is an employee of a Cooperating Entity may be represented by counsel at such Cooperating Entity's expense), and (d) on dates such employees are available for any hearing or trial, to provide testimony during such trial or hearing. Without limiting the foregoing, the Cooperating Entities will designate at least one person in each appropriate accounts payable department that is most familiar with the claims filed or deemed filed against the debtors' estates to assist the Trust with respect to items 1.a-d. If the Trust's requests for assistance become unreasonably burdensome, the Cooperating Entities reserve the right to seek a bankruptcy court order shifting the cost of providing such assistance.

The Cooperating Entities will ensure that such assistance is provided in a timely manner so that the Trust can expeditiously fulfill its duties and obligations under the Trust agreement; provided, however, that, absent a Court order, no Cooperating Entity shall be required to provide any information or documents that (a) the Cooperating Entity alleges to be privileged or (b) the provision of which would violate any law or constitute a breach of any agreement to which the Cooperating Entity is party. All documents or information provided that are "confidential" shall be subject to a reasonable confidentiality agreement (which shall be executed prior to the hearing on confirmation of a chapter 11 plan).

3. Discovery. Nothing herein shall affect the Distribution Trust's rights to conduct discovery (including discovery under the Federal Rules of Civil Procedure or Federal Rules of Bankruptcy Procedure) or the rights of the Cooperating Entities (or any other individual or entity served with a discovery request) to oppose such discovery.

4. Plan Releases. Subject to a carve out for intentional misconduct, the Committee will support the releases of "Released Parties" (as set forth in the First Amended Joint Plan of Liquidation dated January 8, 2010).

5. Jurisdiction. The United States Bankruptcy Court for the Southern District of New York shall retain jurisdiction of disputes relating to this agreement.