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- and -

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and Debtors in Possession

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

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

**NOTICE REGARDING (A) EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED  
PURSUANT TO SECOND AMENDED PLAN OF LIQUIDATION AND SECTION 365  
OF THE BANKRUPTCY CODE, (B) AMOUNTS REQUIRED TO CURE DEFAULTS  
UNDER SUCH CONTRACTS AND LEASES AND (C) RELATED PROCEDURES**

**TO ALL PERSONS AND ENTITIES WHO ARE PARTIES TO THE EXECUTORY CONTRACTS OR UNEXPIRED LEASES LISTED ON EXHIBIT 1 ATTACHED TO THIS NOTICE:**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. Contract Exhibits. On February 23, 2010, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an Order (Docket No. 1384) (the "Confirmation Order") approving the Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (as it may be amended or modified, the "Plan").<sup>1</sup> Among other things, the Plan provides for certain procedures with respect to the proposed assumption and assignment of Executory Contracts and Unexpired Leases pursuant to section 365 of the Bankruptcy Code. On February 12, 2010, the above-captioned debtors and debtors in possession (collectively, the "Debtors") Filed Exhibit IV.D.1 to the Plan (the "Nonexclusive Prepetition Agreement Exhibit"). Pursuant to the applicable provisions of the Confirmation Order, by identifying agreements on the Nonexclusive Prepetition Agreement Exhibit, the Debtors are proposing to assume and assign to the Distribution Trust agreements listed on such Exhibit, effective as of, and conditioned upon the occurrence of, the effective date of the Plan (the "Effective Date"). You will receive an additional notice of the Effective Date when the Effective Date occurs.

2. Executory Contracts and Unexpired Leases to Be Assumed and Assigned. Exhibit 1 attached hereto identifies the Executory Contracts or Unexpired Leases to which you are (or your affiliate or client is) a counterparty and that are listed on the Nonexclusive Prepetition Agreement Exhibit (each, an "Assigned Agreement"). Pursuant to Section IV.D.3 of the Plan, the entry of the Confirmation Order constituted an order of the

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

Bankruptcy Court approving the assumption and assignment of each Assigned Agreement, effective as of the Effective Date, subject to the procedures set forth in the Confirmation Order.

3. Reservation of Rights. In accordance with the Plan, the Debtors have reserved the right to amend the Nonexclusive Prepetition Agreement Exhibit at any time prior to the Effective Date to: (a) delete any Executory Contract or Unexpired Lease listed therein, thus providing for its rejection under Section IV.A of the Plan; or (b) add any Executory Contract or Unexpired Lease thereto, thus providing for its assumption and assignment pursuant to Section IV.D of the Plan.

4. Proposed Amounts Required to Cure Defaults. Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure, or provide adequate assurance that they will promptly cure, defaults under the Executory Contracts and Unexpired Leases at the time of assumption and assignment. The Debtors have determined the amounts that will be required to cure defaults under the Assigned Agreements (the "Cure Amount Claims") based on the Debtors' books and records and related documents and analyses. The proposed Cure Amount Claim to be paid on account of each Assigned Agreement is identified on the attached Exhibit 1.

5. Objections to Proposed Assumption and Assignment and Cure Amount Claims. Pursuant to the Plan, any entity wishing to object to (a) the proposed assumption and assignment of an Assigned Agreement under the Plan or (b) the proposed amount of the related Cure Amount Claim must File and serve on counsel to the Debtors and the Distribution Trustee, as applicable, a written objection setting forth the basis for the objection within 20 days of service of this notice. If no objection to the proposed assumption or Cure Amount Claim is properly Filed and served prior to the objection deadline with respect to an Assigned

Agreement: (a) the proposed assumption and assignment of the Executory Contract or Unexpired Lease shall be approved in accordance with the Plan and the Confirmation Order, effective as of the Effective Date, without further action of the Bankruptcy Court; and (b) the Cure Amount Claim identified by the Debtors on Exhibit 1 hereto shall be fixed and shall be promptly paid to the appropriate contract or lease party identified on the notice on the Effective Date by the Distribution Trust.

6. Resolution of Objection. If an objection to the proposed assumption and assignment or Cure Amount Claim is properly Filed and served prior to the objection deadline with respect to an Executory Contract or Unexpired Lease, the Debtors or the Distribution Trustee, as applicable, and the objecting party may resolve such objection by stipulation, without further action of the Bankruptcy Court.

7. Scheduling of Hearing on Objection. If an objection to the proposed assumption or Cure Amount Claim is properly Filed and served prior to the objection deadline with respect to an Assigned Agreement and the parties are unable to resolve such objection then: (a) either party may notice the dispute for hearing by Filing a notice of hearing in the Bankruptcy Court no later than 20 days prior to the hearing date; and (b) the Debtors or the Distribution Trustee may File a reply to such objection no later than seven days prior to the proposed hearing date.

8. Reservation of Rights. If, at a hearing scheduled pursuant to the above-described procedures, the Bankruptcy Court imposes requirements upon the Debtors or the Distribution Trustee as a condition to assuming an Assigned Agreement, or if the Bankruptcy Court determines that the Cure Amount Claim for a particular Assigned Agreement is in excess of the amount proposed by the Debtors or the Distribution Trustee, the

Debtors or the Distribution Trustee may, within their sole discretion, choose to reject such Assigned Agreement by filing an appropriate amendment to Exhibit IV.A, Exhibit IV.D.1 or Exhibit IV.D.2 of the Plan, as applicable, within seven days of the entry of a Final Order with respect to such matter.

9. Document Website. Copies of the documents referenced herein and other pleadings filed in these cases may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov> or, free of charge, at [www.bmcgroup.com/metaldyne](http://www.bmcgroup.com/metaldyne).

Dated: March 3, 2010  
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh  
Richard H. Engman  
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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**EXHIBIT 1**

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
<b>Health Insurance and Related Agreements</b>				
<p>Aon Brokerage Agreement: An insurance agreement between the Company and Aon Risk Services for brokerage services rendered to the Company for services pertaining to Casualty (AL, GL, WC), D&amp;O, Fiduciary, Business Travel Accident, Crime, Special Crime, Flood and Underground Storage and Actuarial.</p>		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</p>	\$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 48226 Attn: National Account Administration, MC B564	\$0.00
Admin Service Contract, dated January 1, 2008 (and any ancillary documents)	Jan. 1, 2008	Oldco M	BCBSM 600 Lafayette East Detroit, MI 48226 Attn: National Account Administration, MC B564	\$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 48226 Attn: National Account Administration, MC B564	\$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 48226 Attn: National Account Administration, MC B564	\$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 48226 Attn: National Account Administration, MC B564	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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 Attn: Corporate Officer  Delta Dental of Michigan Attn: Steve M. Kerr P.O. Box 9085 Farmington Hills, MI 48333-9085	\$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 Attn: Corporate Officer  Delta Dental of Michigan Attn: Steve M. Kerr P.O. Box 9085 Farmington Hills, MI 48333-9085	\$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 Attn: Corporate Officer  Delta Dental of Michigan Attn: Steve M. Kerr P.O. Box 9085 Farmington Hills, MI 48333-9085	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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 Attn: Corporate Officer  Delta Dental of Michigan Attn: Steve M. Kerr P.O. Box 9085 Farmington Hills, MI 48333-9085	\$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 Attn: Corporate Officer  Delta Dental of Michigan Attn: Steve M. Kerr P.O. Box 9085 Farmington Hills, MI 48333-9085	\$0.00
Trust Agreement – Fidelity	July 1, 2001	Oldco M	Fidelity 82 Devonshire Street Boston, MA 02109 Attn: Corporate Officer	\$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	Marsh Attn: Nina Maggart, Managing Director/Client Executive 600 Renaissance Center, Suite 2100, Detroit, MI 48243	\$0.00

<b>Name of Agreement</b>	<b>Date of Agreement</b>	<b>Debtor Party(ies) to Agreement</b>	<b>Non-Debtor Party(ies) to Agreement</b>	<b>Cure Amount</b>
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 Attn: Chief Financial Officer	\$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 Attn: Peter R. Griffin, Chief Financial Officer	\$0.00
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 Attn: Corporate Officer	\$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 Attn: Corporate Officer	\$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 Attn: Corporate Officer	\$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 (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 Attn: Corporate Officer	\$0.00
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 Attn: Corporate Officer	\$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 Attn: WHI Legal  Walgreens Health Initiative 1417 Lake Cook Road MS L468 Deerfield, MI 60015 Attn: Client Services	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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 Attn: WHI Legal  Walgreens Health Initiative 1417 Lake Cook Road MS L468 Deerfield, MI 60015 Attn: Client Services	\$0.00
<b>Other Insurance Agreements</b>				
Directors and Officer Run Off Policy – Primary Insurance Policy, Policy No. 6262187	Jan. 11, 2007	Oldco M	American Home Assurance Co. 80 Pine Street New York, NY 10005 Attn: Corporate Officer	\$0.00
Directors and Officer Run Off Policy – Second Excess Insurance Policy, Policy No. RNN711082012006	Jan. 11, 2007	Oldco M	AXIS Reinsurance Co. c/o Axis Financial Insurance Solutions Connell Corporate Park Three Connell Drive P.O. Box 357 Berkeley Heights, NJ 07922-0357 Attn: Corporate Officer	\$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 – First Excess Insurance Policy, Policy No. 81696394	Jan. 11, 2007	Oldco M	Federal Insurance Co.  Executive Protection Practice Chubb Group of Insurance Companies 15 Mountain View Road Warren, New Jersey 07059	\$0.00
Fiduciary Liability Insurance Policy – Primary, Policy No. 68018890 (as extended on Jan. 11, 2010)	Jan. 11, 2008	Oldco M	Federal Insurance Company  Executive Protection Practice Chubb Group of Insurance Companies 15 Mountain View Road Warren, New Jersey 07059	\$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. 32 Old Slip, Financial Square New York, NY 10005 Attn: Corporate Officer	\$0.00
Directors and Officer Run Off Policy – Third Excess Insurance Policy, Policy No. ELU09517506	Jan. 11, 2007	Oldco M	XL Specialty Insurance Co Executive Offices 70 Seaview Avenue Stamford, CT 06902-6040 Attn: Corporate Officer	\$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

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
<b>Other Agreements</b>				
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. 44 N. Nash Street El Segundo, CA 90245 Attn: Varouj Bakhshian	\$0.00
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  OLD CARCO LLC Ronald E. Kolka Chief Executive Officer 555 Chrysler Drive Auburn Hills, Michigan 48326-2766  RJMI, LLC Robert J. Manzo, Sole Manager c/o CAPSTONE ADVISORY GROUP, LLC Park 80 West, Plaza 1, Plaza Level Saddle Brook, New Jersey 07663	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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  OLD CARCO LLC Ronald E. Kolka Chief Executive Officer 555 Chrysler Drive Auburn Hills, Michigan 48326-2766  RJMI, LLC Robert J. Manzo, Sole Manager c/o CAPSTONE ADVISORY GROUP, LLC Park 80 West, Plaza 1, Plaza Level Saddle Brook, New Jersey 07663	\$0.00
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. c/o Jacobson Partners 595 Madison Avenue New York, NY 10022 Attn: Benjamin R. Jacobson  Forming Technologies, Inc. c/o Stroock & Stroock & Lavan LLP 180 Maiden Lane New York, NY 10038 Attn: Bradley G. Kulman, Esq.	\$0.00

Name of Agreement	Date of Agreement	Debtor Party(ies) to Agreement	Non-Debtor Party(ies) to Agreement	Cure Amount
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)	<p>GAZ Group  Limited Liability Company  "Automobile plant "GAZ"  5 Ilyich Avenue  Nizhny Novgorod  603004, Russian Federation  Attn: Corporate Officer</p> <p>Liudmila Beshpalova  Chassis Commodity Team  Leader  Magna-GAZ JSO  88 Lenina Prospect  Nizhny Novgorod,  Nizhegorodskaya obl. 603950  Russia</p>	\$0.00
Stock Purchase Agreement	May 17, 2002	Oldco M Corporation (f/k/a Metaldyne Corporation)	<p>Heartland Industrial Partners,  L.P.  55 Railroad Avenue, 1st Floor  Greenwich, CT 06830  Attn: David A. Stockman</p> <p>Trimas Corporation  39400 North Woodward  Avenue, Suite 130  Bloomfield Hills, MI 48304  Attn: Grant Beard</p>	\$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. 22, 1998	Lester Precision Die Casting, Inc. (a predecessor in interest to certain of the Debtors)	<p>ITT Automotive, Inc. 3000 University Drive Auburn Hills, MI 48326 Attn: Director, Corporate Development</p> <p>ITT Automotive, Inc. 3000 University Drive Auburn Hills, MI 48326 Attn: General Counsel</p>	\$0.00
Wells Fargo (previously Wachovia) Consulting Services Agreement Defined Contribution Hourly Plan	June 19, 2006	Oldco M	<p>Wells Fargo 733 Marquette Avenue Minneapolis, MN 66503 Attn: Corporate Officer</p> <p>Henry C. Howes, Jr. Kilpatrick Stockton, LLP 214 N. Tryon St., Suite 2500 Charlotte, NC 28202</p>	\$0.00