

DUANE MORRIS LLP  
Lawrence J. Kotler, Esq.  
30 South 17th Street  
Philadelphia, PA 19103-4196  
(215) 979-1000  
(215) 689-4951 (facsimile)  
and  
1540 Broadway  
New York, NY 10036  
(212) 692-1000  
(212) 208-4521 (facsimile)

*Attorney for Plaintiff, Executive Sounding  
Board Associates Inc., as Trustee for the  
Oldco M Distribution Trust*

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

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In re:	:	Chapter 11
OLDCO M CORPORATION, (f/k/a Metaldyne Corporation), <i>et al.</i> ,	:	Case No. 09-13412 (MG)
	:	Jointly Administered
EXECUTIVE SOUNDING BOARD ASSOCIATES INC., as Trustee for the Oldco M Distribution Trust,	:	
Plaintiff,	:	
vs.	:	Adversary Proc. No. [__]-[____] (MG)
FREUDENBERG-NOK, a general partnership,	:	
Defendant.	:	

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**COMPLAINT TO: (I) AVOID AND RECOVER  
TRANSFERS PURSUANT TO 11 U.S.C. §§ 547 AND 550;  
AND (II) DISALLOW CLAIMS PURSUANT TO 11 U.S.C. § 502(d)**

Plaintiff, Executive Sounding Board Associates Inc. (the “Trustee” or “Plaintiff”), the liquidating trustee of the Oldco M Distribution Trust (the “Trust”) established pursuant to the

*Second Amended Joint Plan of Liquidation of Debtors and Debtors in Possession* (the “Plan”)

[Docket No. 1180], by and through its undersigned counsel, files this *Complaint to: (I) Avoid and Recover Transfers Pursuant to 11 U.S.C. §§ 547 and 550; and (II) Disallow Claims Pursuant to 11 U.S.C. § 502(d)* (the “Complaint”) against Freudenberg-NOK, a general partnership (the “Defendant”) and, in support hereof, avers the following:

**NATURE OF THE PROCEEDING**

1. This Complaint seeks to avoid and recover from the Defendant all of the preferential transfers of property that the Debtors (as defined herein) made for or on account of antecedent debt(s) due and owing the Defendant during the ninety-day period prior to the filing of the Debtors’ bankruptcy cases (the “Preference Period”).

2. In particular, Plaintiff seeks the entry of an Order from this Court: (a) avoiding and directing the return of the avoidable transfers (the “Transfers”) identified in Exhibit “1” that were made by the Debtors (as defined herein) to the Defendant in payment of antecedent debts based upon the invoices identified therein; and (b) disallowing any Claim<sup>1</sup> unless and until the Transfers are remitted to the Trustee.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

4. This adversary proceeding is brought pursuant to Rule 7001, *et seq.*, of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. §§ 502(d), 547 and 550.

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<sup>1</sup> To the extent that the Defendant has filed a proof of claim or has a claim listed on the Debtors’ schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtors or their substantively consolidated estate (collectively, a “Claim”), this Complaint is not intended to be, nor should it be construed as, a waiver of Plaintiff’s right to object to such Claim for any reason, including, but not limited to, Section 502(a) through (j) of the Bankruptcy Code (as defined herein), and such rights are expressly reserved. Notwithstanding this reservation of rights, Plaintiff, as set forth herein, does object to the Claim pursuant to Section 502(d) of the Bankruptcy Code.

5. Venue in this Court is proper pursuant to 28 U.S.C. § 1409 because this adversary proceeding arises under and in connection with a case under 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”).

6. This adversary proceeding is a “core” proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), (F) and (O).

### **BACKGROUND**

7. On May 27, 2009 (the “Petition Date”), Oldco M Corporation (f/k/a Metaldyne Corporation) and 30 of its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the “Debtors”), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Bankruptcy Cases”).

8. By an order entered on May 29, 2009, the Debtors’ chapter 11 cases were consolidated for procedural purposes and thereafter were jointly administered [Docket No. 65].

9. Before the Petition Date, the Debtors were leading global manufacturers of highly engineered metal components for the global light vehicle market. Their largest customers were Ford Motor Company, Chrysler LLC and its successor, Chrysler Group LLC, and General Motors Corporation and its successor, General Motors Company.

10. Due to a dramatic downturn in the global automotive industry and liquidity pressures stemming from industry stresses, issues with the Debtors’ capital structure, and the reluctance of lenders to provide capital to automotive suppliers, the Debtors filed for bankruptcy.

11. Subsequent to the Petition Date, the Bankruptcy Court, in July 2009, approved bidding procedures (the “Bidding Procedures”) for the marketing and sale of the majority of the Debtors’ assets.

12. Following an auction conducted pursuant to the Bidding Procedures, MD Investors Corporation (“MD Investors”) was determined to be the winning bidder and the Debtors and MD Investors entered into a Purchase Agreement, dated as of August 7, 2009 (the “Purchase Agreement”).

13. Pursuant to the Purchase Agreement, the Debtors agreed to sell and MD Investors agreed to buy a majority of the Debtors’ assets. In addition, MD Investors also agreed to assume certain liabilities and obligations of the Debtors (the “Asset Sale”).

14. On August 12, 2009, the Bankruptcy Court issued an order authorizing the Asset Sale under section 363 of the Bankruptcy Code [Docket No. 674].

15. On January 11, 2010, the Debtors filed the Plan and related disclosure statement. The Plan is a liquidating plan which provides for the liquidation of the Debtors’ remaining assets in order to maximize the ultimate recovery by all creditors.

16. On February 23, 2010, the Court entered an Order confirming the Plan (the “Confirmation Order”) [Docket No. 1384] and substantively consolidated these bankruptcy estates into one consolidated estate.

17. On March 30, 2010, the Plan became effective (the “Effective Date”).

18. Pursuant to the Plan, as of the Effective Date, the Debtors were dissolved and the Oldco M Distribution Trust was created in order to, *inter alia*: (i) liquidate the Debtors’ remaining assets (including any claims and causes of action possessed by the Debtors);<sup>2</sup> (ii)

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<sup>2</sup> Pursuant to the Plan, the Distribution Trust was empowered to “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 creditors classified in Class 3 and Class 4 hereunder, as determined by the Oversight Committee, in its sole discretion.” Plan, Article III.C.1. “Recovery Actions” are defined in the Plan as “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.”

litigate and resolve claims filed against the Debtors' estates; (iii) make distributions to creditors; and (iv) take other actions permitted by Section III.C of the Plan.

19. Notwithstanding the Asset Sale and MD Investors' assumption of certain of the Debtors' liabilities and obligations, significant unsecured claims exist against the Debtors' estate.

20. As of the date of this Complaint, the unsecured claims listed on the Debtors' claim register total approximately \$353 million.

21. Indeed, as set forth more fully in the Plan and accompanying disclosure statement, the Debtors' general unsecured creditors will not receive full value on account of their claims against the Debtors.

### **PARTIES**

22. Plaintiff is the Trustee of the Trust established pursuant to the Plan.

23. Defendant is a legal entity that maintains a place of business at 50 Ammon Drive, Manchester, New Hampshire 03103-3388.

24. Upon information and belief, Defendant is an automotive component supplier and was, at all times material hereto, a vendor to one or more of the Debtors.

### **COUNT I** **(Avoidance and Recovery of Preferential Transfers)**

25. The allegations set forth in paragraphs 1 through 24 are realleged and incorporated by reference as if fully set forth herein.

26. Before the Petition Date, the Defendant provided certain automotive components (the "Goods") to the Debtors, which the Debtors used in connection with their

assembly and fabrication of highly engineered metal components for the global light vehicle market.

27. On or within the ninety (90) days prior to the Petition Date, one or more of the Debtors made the Transfers to the Defendant as reflected on Exhibit 1 attached hereto and incorporated herein by reference.<sup>3</sup>

28. All of the Transfers were made by or on behalf of one or more of the Debtors and came from an account or accounts owned by one or more of the Debtors. Thus, the Transfers constituted a transfer of the Debtors' interest in property.

29. At the time the Transfers were made, the Debtors were insolvent.

30. Each of the Transfers listed on Exhibit 1 was on account of an invoice or invoices for the Goods provided by the Defendant to the Debtors. These invoices are also identified on Exhibit 1.

31. In exchange for the provision of these Goods, the Debtors would owe money to the Defendant on account thereof.

32. Thus, the Transfers reflected on Exhibit 1 were transfers made by the Debtors on account of "antecedent debt" which the Debtors owed to the Defendant in exchange for the Defendant's provision of the Goods prior to the date each Transfer was made.

33. All of the Transfers were made to or for the benefit of the Defendant.

34. In these Bankruptcy Cases, the Debtors' unsecured creditors will not receive payment in full on account of their claims against the Debtors; in fact, according to the

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<sup>3</sup> Exhibit 1 reflects Plaintiff's current knowledge of the Transfers (made by check, wire transfer or their equivalent) to the Defendant during the Preference Period, and includes the date and amount of each such Transfer. During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional transfers made to the Defendant during the Preference Period. It is Plaintiff's intention to avoid and recover all such transfers, whether such transfers are presently reflected on Exhibit 1 or not. Accordingly, Plaintiff reserves its rights to supplement and/or amend this information as necessary and appropriate.

disclosure statement, unsecured creditors are expected to receive at most 2.1% of the value of their claims.

35. Thus, the Transfers enabled Defendant to receive more than it would have received if: (a) the Debtors' bankruptcy cases were administered under chapter 7 of the Bankruptcy Code; (b) the Transfers had not been made; and (c) the Defendant received payment of such debt to the extent provided for by the provisions of the Bankruptcy Code.

36. Based upon the foregoing, the Transfers constitute avoidable preferential transfers pursuant to Bankruptcy Code section 547(b) and, as such, they are recoverable from Defendant pursuant to Bankruptcy Code section 550(a).

**COUNT II**  
**(Recovery of Avoided transfers-11 U.S.C. § 550)**

37. The allegations set forth in paragraphs 1 through 36 are realleged and incorporated by reference as if fully set forth herein.

38. Based upon the foregoing, Plaintiff is entitled to avoid the Transfers pursuant to Bankruptcy Code section 547(b).

39. As set forth on Exhibit 1, the Defendant was the initial transferee of the Transfers and is liable for the return of the Transfers (or the amount thereof).

40. Pursuant to Bankruptcy Code section 550(a), the Plaintiff is entitled to recover from the Defendant the Transfers or the amount thereof plus interest thereon to the date of payment as well as costs of this action.

**COUNT III**  
**(Disallowance of Claims)**

41. The allegations set forth in paragraphs 1 through 40 are realleged and incorporated by reference as if fully set forth herein.

42. The Defendant is the recipient of the Transfers, which are avoidable and recoverable under sections 547 and 550 of the Bankruptcy Code.

43. Despite Plaintiff's demands, the Defendant has neither returned the Transfers to Plaintiff nor has the Defendant paid the amount of the Transfers, for which the Defendant is liable pursuant to Bankruptcy Code section 550.

44. On August 10, 2009, the Defendant filed two proofs of claim in the total amount of \$53,524.32 (listed on the Claims Register as claim numbers 2152 and 2153).

45. Pursuant to Bankruptcy Code section 502(d), any and all Claims of the Defendant must be disallowed unless and until Defendant returns the Transfers to Plaintiff or pays to Plaintiff the amount of the Transfers.

46. Pursuant to Bankruptcy Code section 502(j), any and all Claims of the Defendant (or any assignee) that have been previously allowed by the Debtors or the Plaintiff must be reconsidered and disallowed unless and until Defendant returns the Transfers to Plaintiff or pays to Plaintiff the amount of the Transfers.

WHEREFORE, Plaintiff respectfully requests entry of judgment on its Complaint as follows:

- a) On Count I, in favor of Plaintiff and against Defendant avoiding the Transfers;
- b) On Count II, in favor of Plaintiff and against the Defendant and directing the Defendant to return to the Plaintiff the amount of the Transfers pursuant to Bankruptcy Code §§ 547(b) and 550(a);

c) On Count III, in favor of Plaintiff and against Defendant disallowing the Claims unless and until Defendant returns the Transfers to Plaintiff pursuant to section 502(d) of the Bankruptcy Code;

d) Awarding pre-judgment and post judgment interest at the maximum legal rate from the date of judgment herein until the date the judgment is either paid in full or otherwise satisfied, together with the costs and expenses of this action, including, without limitation, attorneys' fees; and

e) Granting such other and further relief as this Court may deem just and proper.

DATED: May 17, 2011

DUANE MORRIS LLP

By: /s/Lawrence J. Kotler  
Lawrence J. Kotler, Esq.  
30 South 17th Street  
Philadelphia, PA 19103-4196  
(215) 979-1000  
(215) 689-4951 (facsimile)  
and  
1540 Broadway  
New York, NY 10036  
(212) 692-1000  
(212) 208-4521 (facsimile)

*Attorney for Plaintiff, Executive Sounding  
Board Associates Inc., as Trustee for the  
Oldco M Distribution Trust*

## **Exhibit 1**

**Exhibit 1**

<b>Plant Number</b>	<b>Debtor Entity Transferor</b>	<b>Payee Number</b>	<b>Supplier Number</b>	<b>Transferee</b>	<b>Payment Number</b>	<b>Check Date</b>	<b>Invoice Number</b>	<b>Check Amount</b>	<b>Invoice Amount</b>
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152315	\$5,430.93	\$1,288.81
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152656	\$5,430.93	\$1,188.88
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152658	\$5,430.93	\$1,030.36
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152674	\$5,430.93	\$1,188.87
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152675	\$5,430.93	\$237.78
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603882	3/9/2009	152711	\$5,430.93	\$496.23
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603894	3/17/2009	152777	\$8,737.35	\$1,150.98
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603894	3/17/2009	152795	\$8,737.35	\$871.85
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603894	3/17/2009	152804	\$8,737.35	\$1,071.72
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603894	3/17/2009	152805	\$8,737.35	\$1,130.29
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603894	3/17/2009	152806	\$8,737.35	\$4,512.51
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603922	4/6/2009	152785	\$3,904.31	\$734.00
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603922	4/6/2009	152980	\$3,904.31	\$951.09
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603922	4/6/2009	152981	\$3,904.31	\$792.57
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603922	4/6/2009	152982	\$3,904.31	\$951.10
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603922	4/6/2009	152983	\$3,904.31	\$475.55
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153173	\$7,987.94	\$1,219.89
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153174	\$7,987.94	\$1,171.67
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153181	\$7,987.94	\$2,250.25
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153311	\$7,987.94	\$792.58
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153664	\$7,987.94	\$871.83
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153666	\$7,987.94	\$875.32
07340	Windfall Specialty Powders, Inc.	103050	148306	Freudenberg - NOK	603953	4/17/2009	153667	\$7,987.94	\$806.40
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1384389	\$64,158.72	\$2,397.61
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1384414	\$64,158.72	\$2,200.19
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1385689	\$64,158.72	\$4,834.26
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1385698	\$64,158.72	\$1,141.80
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1385699	\$64,158.72	\$1,310.22
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1385703	\$64,158.72	\$3,468.42
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1385706	\$64,158.72	\$353.16
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045545	3/9/2009	1387344	\$64,158.72	\$3,358.26
00106	Metaldyne Machining & Assembly Company, Inc.	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387484	\$64,158.72	\$10,460.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1383736	\$64,158.72	\$2,630.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1383737	\$64,158.72	\$1,780.80
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1383738	\$64,158.72	\$2,152.80
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1383739	\$64,158.72	\$4,248.00

## Exhibit 1

Plant Number	Debtor Entity Transferor	Payee Number	Supplier Number	Transferee	Payment Number	Check Date	Invoice Number	Check Amount	Invoice Amount
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1383740	\$64,158.72	\$1,780.80
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1385360	\$64,158.72	\$2,003.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1385361	\$64,158.72	\$2,893.44
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1385362	\$64,158.72	\$2,124.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387020	\$64,158.72	\$183.60
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387021	\$64,158.72	\$2,691.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387022	\$64,158.72	\$4,452.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387023	\$64,158.72	\$3,682.56
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045545	3/9/2009	1387024	\$64,158.72	\$4,012.00
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1045555	3/9/2009	1385427	\$9,999.90	\$3,744.00
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1045555	3/9/2009	1387094	\$9,999.90	\$2,187.90
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1045555	3/9/2009	1388800	\$9,999.90	\$4,068.00
00111	Metaldyne Machining & Assembly Company, Inc.	189638	162743	Freudenberg - NOK	1045556	3/9/2009	1385691	\$9,708.00	\$3,236.00
00111	Metaldyne Machining & Assembly Company, Inc.	189638	162743	Freudenberg - NOK	1045556	3/9/2009	1389506	\$9,708.00	\$3,236.00
00111	Metaldyne Machining & Assembly Company, Inc.	189638	162743	Freudenberg - NOK	1045556	3/9/2009	1389507	\$9,708.00	\$3,236.00
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045863	3/12/2009	1394274	\$17,800.29	\$2,747.97
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045863	3/12/2009	1394275	\$17,800.29	\$3,220.16
00106	Metaldyne Machining & Assembly Company, Inc.	103050	134986	Freudenberg - NOK	1045863	3/12/2009	1388793	\$17,800.29	\$8,368.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045863	3/12/2009	1388239	\$17,800.29	\$1,335.60
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045863	3/12/2009	1388240	\$17,800.29	\$1,052.16
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045863	3/12/2009	1388241	\$17,800.29	\$1,076.40
00111	Metaldyne Machining & Assembly Company, Inc.	189638	162743	Freudenberg - NOK	1045864	3/12/2009	1390584	\$6,472.00	\$6,472.00
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394977	\$96,087.73	\$391.68
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394978	\$96,087.73	\$515.61
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394981	\$96,087.73	\$3,371.39
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394984	\$96,087.73	\$5,573.70
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394985	\$96,087.73	\$4,570.38
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394986	\$96,087.73	\$1,358.26
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394988	\$96,087.73	\$3,948.57
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394989	\$96,087.73	\$3,125.61
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394992	\$96,087.73	\$3,105.83
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1394997	\$96,087.73	\$3,868.11
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395000	\$96,087.73	\$232.41
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395002	\$96,087.73	\$2,575.55
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395004	\$96,087.73	\$1,629.52
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395005	\$96,087.73	\$2,862.00

## Exhibit 1

Plant Number	Debtor Entity Transferor	Payee Number	Supplier Number	Transferee	Payment Number	Check Date	Invoice Number	Check Amount	Invoice Amount
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395006	\$96,087.73	\$5,907.42
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395007	\$96,087.73	\$1,394.46
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395009	\$96,087.73	\$5,097.96
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395010	\$96,087.73	\$3,407.13
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395012	\$96,087.73	\$2,006.91
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395013	\$96,087.73	\$4,522.32
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395014	\$96,087.73	\$4,133.70
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395015	\$96,087.73	\$3,026.61
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395018	\$96,087.73	\$4,646.52
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1045938	3/17/2009	1395023	\$96,087.73	\$2,852.64
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1045938	3/17/2009	1389831	\$96,087.73	\$4,068.00
00106	Metaldyne Machining & Assembly Company, Inc.	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1390002	\$96,087.73	\$8,368.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1389621	\$96,087.73	\$2,152.80
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1389622	\$96,087.73	\$1,888.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1389623	\$96,087.73	\$367.20
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1389624	\$96,087.73	\$2,226.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1045938	3/17/2009	1389625	\$96,087.73	\$2,893.44
00111	Metaldyne Machining & Assembly Company, Inc.	189638	162743	Freudenberg - NOK	1045939	3/17/2009	1391132	\$6,472.00	\$6,472.00
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1394980	\$55,076.33	\$1,968.93
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395024	\$55,076.33	\$3,694.32
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395027	\$55,076.33	\$1,884.96
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395033	\$55,076.33	\$730.08
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395034	\$55,076.33	\$1,582.92
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395973	\$55,076.33	\$2,733.66
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395976	\$55,076.33	\$3,800.07
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1395980	\$55,076.33	\$1,115.20
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1397052	\$55,076.33	\$344.07
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1397057	\$55,076.33	\$207.45
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1400246	\$55,076.33	\$4,216.23
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1046711	4/6/2009	1400248	\$55,076.33	\$3,803.76
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1046711	4/6/2009	1393254	\$55,076.33	\$3,744.00
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1046711	4/6/2009	1398471	\$55,076.33	\$4,068.00
00106	Metaldyne Machining & Assembly Company, Inc.	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1393556	\$55,076.33	\$2,360.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390891	\$55,076.33	\$3,776.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390892	\$55,076.33	\$2,152.80
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390893	\$55,076.33	\$236.00

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00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390894	\$55,076.33	\$183.60
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390895	\$55,076.33	\$890.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1390896	\$55,076.33	\$1,841.28
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1393110	\$55,076.33	\$1,076.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1393111	\$55,076.33	\$4,012.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1393112	\$55,076.33	\$3,339.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1046711	4/6/2009	1393113	\$55,076.33	\$1,315.20
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402835	\$28,835.34	\$1,573.83
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402868	\$28,835.34	\$1,074.15
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402869	\$28,835.34	\$697.23
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402870	\$28,835.34	\$344.07
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402871	\$28,835.34	\$4,338.54
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402872	\$28,835.34	\$2,336.76
00103	Metaldyne Machining & Assembly Company, Inc.	103050	143148	Freudenberg - NOK	1047172	4/17/2009	1402925	\$28,835.34	\$376.92
00104	Metaldyne Machining & Assembly Company, Inc.	103050	103051	Freudenberg - NOK	1047172	4/17/2009	1396117	\$28,835.34	\$3,744.00
00106	Metaldyne Machining & Assembly Company, Inc.	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394945	\$28,835.34	\$4,720.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394581	\$28,835.34	\$1,076.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394582	\$28,835.34	\$2,360.00
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394583	\$28,835.34	\$183.60
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394584	\$28,835.34	\$3,116.40
00162	NC-M Chassis Systems, LLC	103050	134986	Freudenberg - NOK	1047172	4/17/2009	1394585	\$28,835.34	\$2,893.44
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1396366	\$25,064.28	\$2,360.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1398428	\$25,064.28	\$2,360.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1396048	\$25,064.28	\$3,540.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1396049	\$25,064.28	\$2,152.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1396050	\$25,064.28	\$1,780.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397435	\$25,064.28	\$3,540.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397436	\$25,064.28	\$2,152.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397437	\$25,064.28	\$944.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397438	\$25,064.28	\$183.60
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397439	\$25,064.28	\$2,893.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003573	4/24/2009	1397440	\$25,064.28	\$3,156.48
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399354	\$88,222.32	\$6,276.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1400021	\$88,222.32	\$2,360.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1400022	\$88,222.32	\$3,138.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402212	\$88,222.32	\$9,414.00

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00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402467	\$88,222.32	\$2,360.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402468	\$88,222.32	\$9,414.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1404059	\$88,222.32	\$6,276.00
00106	Metaldyne Machining & Assembly Company, Inc.	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1404060	\$88,222.32	\$3,138.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399763	\$88,222.32	\$3,540.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399764	\$88,222.32	\$2,152.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399765	\$88,222.32	\$236.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399766	\$88,222.32	\$708.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399767	\$88,222.32	\$4,006.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1399768	\$88,222.32	\$3,156.48
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401294	\$88,222.32	\$3,776.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401295	\$88,222.32	\$708.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401296	\$88,222.32	\$2,152.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401297	\$88,222.32	\$183.60
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401298	\$88,222.32	\$3,784.20
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401299	\$88,222.32	\$2,367.36
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401300	\$88,222.32	\$667.80
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1401301	\$88,222.32	\$263.04
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402469	\$88,222.32	\$1,076.40
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402470	\$88,222.32	\$4,484.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402471	\$88,222.32	\$183.60
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402472	\$88,222.32	\$2,226.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1402473	\$88,222.32	\$2,104.32
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1404056	\$88,222.32	\$4,184.00
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1404057	\$88,222.32	\$2,104.32
00162	NC-M Chassis Systems, LLC	134986	134986	Freudenberg - NOK	90003689	5/22/2009	1404058	\$88,222.32	\$1,780.80
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003574	4/24/2009	1398165	\$17,798.00	\$4,854.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003574	4/24/2009	1400446	\$17,798.00	\$4,854.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003574	4/24/2009	1404529	\$17,798.00	\$4,854.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003574	4/24/2009	1404530	\$17,798.00	\$3,236.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003690	5/22/2009	1401316	\$22,652.00	\$3,236.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003690	5/22/2009	1401317	\$22,652.00	\$6,472.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003690	5/22/2009	1404708	\$22,652.00	\$6,472.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003690	5/22/2009	1406413	\$22,652.00	\$3,236.00
00111	Metaldyne Machining & Assembly Company, Inc.	162743	162743	Freudenberg - NOK	90003690	5/22/2009	1406416	\$22,652.00	\$3,236.00
00104	Metaldyne Machining & Assembly Company, Inc.	103051	103051	Freudenberg - NOK	90003575	4/24/2009	1398868	\$3,744.00	\$3,744.00

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00104	Metaldyne Machining & Assembly Company, Inc.	103051	103051	Freudenberg - NOK	90003691	5/22/2009	1401552	\$15,300.00	\$3,744.00
00104	Metaldyne Machining & Assembly Company, Inc.	103051	103051	Freudenberg - NOK	90003691	5/22/2009	1402494	\$15,300.00	\$3,744.00
00104	Metaldyne Machining & Assembly Company, Inc.	103051	103051	Freudenberg - NOK	90003691	5/22/2009	1405737	\$15,300.00	\$4,068.00
00104	Metaldyne Machining & Assembly Company, Inc.	103051	103051	Freudenberg - NOK	90003691	5/22/2009	1405738	\$15,300.00	\$3,744.00
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402842	\$25,578.41	\$7,280.33
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402843	\$25,578.41	\$1,157.76
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402844	\$25,578.41	\$3,198.69
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402845	\$25,578.41	\$3,028.23
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402846	\$25,578.41	\$175.32
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402847	\$25,578.41	\$2,080.62
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402848	\$25,578.41	\$1,272.42
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402849	\$25,578.41	\$1,337.13
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003576	4/24/2009	1402873	\$25,578.41	\$6,047.91
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402262	\$32,444.85	\$188.46
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402836	\$32,444.85	\$1,426.84
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402850	\$32,444.85	\$1,308.33
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402851	\$32,444.85	\$1,286.37
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402853	\$32,444.85	\$2,655.45
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402854	\$32,444.85	\$532.53
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402855	\$32,444.85	\$344.07
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1402865	\$32,444.85	\$9,448.74
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406575	\$32,444.85	\$829.80
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406578	\$32,444.85	\$697.23
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406582	\$32,444.85	\$1,753.20
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406586	\$32,444.85	\$2,432.77
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406595	\$32,444.85	\$4,953.87
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406609	\$32,444.85	\$262.98
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1406612	\$32,444.85	\$4,254.21
00103	Metaldyne Machining & Assembly Company, Inc.	143148	143148	Freudenberg - NOK	90003692	5/22/2009	1407460	\$32,444.85	\$70.00
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153653	\$27,480.81	\$554.81
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153654	\$27,480.81	\$1,496.88
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153655	\$27,480.81	\$554.80
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153658	\$27,480.81	\$634.06
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153659	\$27,480.81	\$475.55
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153660	\$27,480.81	\$136.08
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153661	\$27,480.81	\$396.29

**Exhibit 1**

<b>Plant Number</b>	<b>Debtor Entity Transferor</b>	<b>Payee Number</b>	<b>Supplier Number</b>	<b>Transferee</b>	<b>Payment Number</b>	<b>Check Date</b>	<b>Invoice Number</b>	<b>Check Amount</b>	<b>Invoice Amount</b>
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153672	\$27,480.81	\$1,161.33
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153673	\$27,480.81	\$1,150.98
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153674	\$27,480.81	\$1,419.78
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153675	\$27,480.81	\$68.04
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153676	\$27,480.81	\$1,188.87
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153692	\$27,480.81	\$971.78
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153693	\$27,480.81	\$1,250.92
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153694	\$27,480.81	\$1,192.35
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153695	\$27,480.81	\$685.78
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153836	\$27,480.81	\$1,347.38
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153837	\$27,480.81	\$675.44
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	153838	\$27,480.81	\$1,230.24
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154045	\$27,480.81	\$1,822.93
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154057	\$27,480.81	\$823.60
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154058	\$27,480.81	\$1,268.14
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154068	\$27,480.81	\$1,109.61
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154069	\$27,480.81	\$1,030.35
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154070	\$27,480.81	\$1,319.83
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154075	\$27,480.81	\$1,340.52
07340	Windfall Specialty Powders, Inc.	148306	148306	Freudenberg - NOK	903152	5/22/2009	154283	\$27,480.81	\$2,174.47
<b>Total Amount of Transfers:</b>								<b>\$578,955.51</b>	